

VIRGINIA:

IN THE CIRCUIT COURT FOR THE COUNTY OF HENRICO

DEVIN G. NUNES,

Plaintiff,

v.

TWITTER, INC., *et al.*,

Defendants.

Case No. CL 19-1715-00

Deputy Clerk  
Henrich Circuit Court

2019 MAY -9 PM 3: 1

RECEIVED AND FILED

**MEMORANDUM IN SUPPORT OF MOTION TO DISMISS  
FOR LACK OF PERSONAL JURISDICTION AND IMPROPER VENUE**

Specially-Appearing Defendant Twitter, Inc. submits this Memorandum in Support of its Motion to Dismiss for Lack of Personal Jurisdiction and Improper Venue.

**INTRODUCTION**

This lawsuit does not belong in a Virginia court. The sole Plaintiff is Congressman Devin Nunes, a California resident and the representative for California's 22nd Congressional District. He filed this lawsuit over allegedly defamatory Tweets from several Twitter users—including two farcically posing as his “Cow” and his “Mom”—that he says cost him votes in his last election in California and interfered with his official work in Washington, D.C. He asserts claims against Twitter, Inc., a company headquartered in California and incorporated in Delaware, based on actions Twitter allegedly took or failed to take in California or elsewhere but that did not occur in or target Virginia at all. And he has asserted those claims in a Virginia court despite having agreed, as a Twitter user himself, to file any such claims solely in state or federal court in California.

Under these circumstances, Plaintiff's claims against Twitter must be dismissed for three independent reasons. *First*, this Court lacks personal jurisdiction over Twitter because Twitter is neither “at home” in Virginia, such that *general* personal jurisdiction is appropriate, nor does this suit arise out of any actions that Twitter took in or directed at Virginia, such that *specific* personal

jurisdiction is appropriate. *Second*, venue is improper in Virginia because the mandatory forum selection clause in Twitter’s Terms of Service requires Plaintiff, as a Twitter user, to file any lawsuit arising out of Twitter’s Terms or services in California. *Third*, in the alternative, forum non conveniens principles dictate that this lawsuit be brought where the witnesses, evidence, and operative facts will overwhelmingly be found, not in a forum that has only a tangential relationship to this dispute. Accordingly, all claims against Twitter should be dismissed for lack of personal jurisdiction and improper venue (or alternatively, inconvenient venue).<sup>1</sup>

## BACKGROUND

Defendant Twitter operates a “global platform for public self-expression and conversation” used by hundreds of millions of people that is free of charge and almost universally available. Compl. ¶ 6. Users with a Twitter account can send “Tweets”—messages of 280 characters or less, sometimes with picture or video—to anyone who has chosen to “follow” that user, and those Tweets typically may also be viewed by anyone with access to the Internet. *E.g. id.* ¶¶ 9, 12. Other users may, in turn, “retweet” those messages to their own followers. Each day, Twitter’s users send and share hundreds of millions of Tweets and messages touching on a broad range of topics.

Plaintiff Nunes is a California resident and a member of Congress representing California’s 22nd Congressional District, located in the San Joaquin Valley, California. Compl. ¶ 3. He alleges that he was the subject of a concerted campaign by numerous Twitter users to try to prevent his reelection in 2018 and impede his official duties. *See id.* ¶ 5. The Complaint names three such users as Defendants: an anonymous user who operated the account @DevinNunesMom, an

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<sup>1</sup> Twitter files this motion by special appearance. Because this motion challenges only personal jurisdiction and venue, it is “unrelated to adjudicating the merits of the case” and therefore “does not waive any objection to personal jurisdiction.” Va. Code § 8.01-277.1(B). Twitter expressly reserves the right to file responsive motions or pleadings addressing the merits of Plaintiff’s Complaint in the event that Twitter’s motion to dismiss is not granted.

anonymous user who operates the account @DevinCow, and Liz Mair,<sup>2</sup> a political consultant. *See id.* ¶¶ 7, 9, 10. According to the Complaint, each of these accounts posted numerous Tweets attacking and insulting Plaintiff and criticizing his political views. *Id.* Only one—Mair’s—is alleged to have any connection to Virginia. *Id.* ¶ 7. The locations and/or states of residence of the operators of the @DevinCow and @DevinNunesMom accounts are unknown. *See id.* ¶¶ 9, 10.

According to the Complaint, these accounts are just a few of “many” “incendiary [Twitter] accounts whose sole purpose was (and is) to publish and republish ... false and defamatory statements about Nunes.” Compl. ¶ 12. Other accounts whose Tweets allegedly have offended Plaintiff include @fireDevinNunes and @DevinGrapes, neither of which is alleged to have any connection to Virginia. *Id.* The Complaint alleges that all of the operators of these named accounts—together with other unidentified persons, none of whom is alleged to have any connection to Virginia—engaged in a coordinated campaign to attack Plaintiff, interfere with his reelection by influencing voters in California’s 22nd District, and impede his duties as a Member of Congress in Washington, D.C. *Id.* ¶¶ 5, 11, 27, 30, 31. According to the Complaint, these efforts succeeded in influencing California voters, causing Plaintiff to win reelection in 2018 by “a much narrower margin” than in prior elections. *Id.* ¶¶ 5, 31. Defendants’ actions also allegedly “detracted from” Plaintiff’s official duties in Washington, D.C., including his “investigation into corruption and Russian involvement in the 2016 Presidential Election.” *Id.* ¶ 31.

While the Complaint focuses on allegedly defamatory statements posted by individual Twitter users, Plaintiff also alleges that Twitter itself, a Delaware corporation headquartered in California (Compl. ¶ 6), is responsible for the content of those allegedly disparaging Tweets. *Id.*

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<sup>2</sup> The Complaint also names Mair Strategies, a Virginia LLC owned and operated by Mair, as a Defendant. Compl. ¶ 8. Because the Complaint does not allege that Mair Strategies took any actions separate from those taken by Mair, this motion sometimes uses “Mair” to refer to both Mair Defendants.

¶¶ 1-2. Plaintiff alleges that Twitter failed adequately to enforce its policies and practices regarding the regulation of content that is posted on its services by users in the United States, thereby “allow[ing]” individual Twitter users to attack Plaintiff and his political agenda on its platform. *See id.* ¶¶ 1-2, 19-32. In particular, Plaintiff alleges that Twitter censors viewpoints it disagrees with, hosts and monetizes abusive content, ignores complaints about offensive content, and refuses to enforce Twitter’s Terms of Service and Rules. *Id.* ¶¶ 1, 26-32. As a result of those alleged policies and failures, Twitter allegedly failed to prevent users of its platform from posting the allegedly derogatory statements that Plaintiff challenges. *See id.* ¶¶ 1-2. Plaintiff also alleges that Twitter “shadow banned” him, “amplify[ing]” that “abusive and hateful content.” *Id.* ¶ 30.

### STANDARD OF REVIEW

“When a defendant moves to dismiss for lack of personal jurisdiction, the plaintiff ultimately bears the burden of proving ... the existence of jurisdiction over the defendant by a preponderance of the evidence.” *New Wellington Fin. Corp. v. Flagship Resort Dev. Corp.*, 416 F.3d 290, 294 (4th Cir. 2005). At the pleading stage, that burden requires the plaintiff “to make a prima facie showing of a sufficient jurisdictional basis to survive the jurisdictional challenge.” *Id.*; *see also Massey Energy Co. v. United Mine Workers*, 69 Va. Cir. 118 (Va. Cir. Ct. 2005).

Forum selection clauses are “prima facie valid” under Virginia law and “should be enforced, unless the party challenging enforcement establishes that such provisions are unfair or unreasonable or affected by fraud.” *Paul Bus. Sys., Inc. v. Canon U.S.A., Inc.*, 240 Va. 337, 342 (1990). Under Va. Code § 8.01-264, dismissal is appropriate where Virginia is an improper forum. Under Va. Code § 8.01-265(i), a court may, for good cause shown, dismiss the action if there is a more convenient forum outside the Commonwealth. Dismissal under § 8.01-265 is “within the discretion of the trial court.” *Virginia Elec. & Power Co. v. Dunjee*, 258 Va. 235, 245 (1999).



## ARGUMENT

### I. This Court Lacks Personal Jurisdiction Over Twitter

Plaintiff bears the burden of making a prima facie showing that the Court has personal jurisdiction over Twitter. There are two forms of personal jurisdiction: “general jurisdiction,” in which the defendant is so “at home” in the forum that a court may adjudicate claims against it even though the claims are entirely unrelated to the forum; and “specific jurisdiction,” which permits a court to adjudicate claims against the defendant if (but only if) “the defendant’s suit-related conduct ... create[s] a substantial connection with the forum State.” *Walden v. Fiore*, 571 U.S. 277, 284 & n.6 (2014); accord *Yelp, Inc. v. Hadeed Carpet Cleaning, Inc.*, 289 Va. 426, 438 n.18 (2015). Plaintiff’s allegations fail to establish *either* general or specific jurisdiction over Twitter.

#### A. This Court Cannot Assert General Personal Jurisdiction Over Twitter

A corporation is subject to general personal jurisdiction only where it is “*essentially at home*.” *Goodyear Dunlop Tires Operations, S.A. v. Brown*, 564 U.S. 915, 919 (2011) (emphasis added). “The ‘paradigm’ forums in which a corporate defendant is ‘at home’ ... are the corporation’s place of incorporation and its principal place of business.” *BNSF Ry. Co. v. Tyrell*, 137 S. Ct. 1549, 1558 (2017) (quoting *Daimler AG v. Bauman*, 571 U.S. 117, 137 (2014)). Twitter is not subject to general personal jurisdiction in Virginia: It is incorporated in Delaware and maintains its “principal executive office (headquarters) ... in California.” Compl. ¶ 6.

Plaintiff is wrong that Twitter is subject to general personal jurisdiction because it is registered to do business and accept service in Virginia and has users in and earns advertising revenue from the Commonwealth. See Compl. ¶¶ 6, 24. None of those contacts distinguishes Virginia from any other State, let alone suggests that Twitter is “at home” in Virginia. Indeed, Plaintiff concedes that the Twitter platform is “ubiquitous” and “global”—used by 36% of all Americans. *Id.* ¶¶ 6, 17. “A corporation that operates in many places can scarcely be deemed at

home in all of them.” *Daimler AG*, 571 U.S. at 139 n.20. Rather, a defendant may be deemed “at home” in a jurisdiction other than its state of incorporation and principal place of business only in a truly “exceptional case.” *Yelp*, 289 Va. at 438 n.18 (*quoting Daimler AG*, 571 U.S. at 138 n.19).

The U.S. Supreme Court in *BNSF v. Tyrell* recently held that a national railroad company was not subject to general personal jurisdiction in Montana even though it had “over 2,000 miles of railroad track and more than 2,000 employees” in the state, because “the general jurisdiction inquiry does not focus solely on the magnitude of the defendant’s in-state contacts,” but instead “calls for an appraisal of a corporation’s activities in their entirety.” 137 S. Ct. at 1558-1559; *accord Yelp*, 289 Va. at 438 n.18 (rejecting general personal jurisdiction over “out-of-state bank” notwithstanding its “pervasive presence” in Virginia). Here, Plaintiff’s vague and baseless allegations regarding the “magnitude” of Twitter’s Virginia contacts, even if true, would not support general jurisdiction because they are merely a small part of Twitter’s “activities in their entirety.” Twitter has no office in Virginia. Starr Decl. ¶ 9. The Complaint alleges Twitter has “millions” of users in Virginia, Compl. ¶ 6, but, even assuming that is accurate, it is only a small fraction of Twitter’s 126 million average monetizable daily active users in the last three months of 2018, Twitter 2019 10-K, 51.<sup>3</sup> Likewise, the Complaint alleges that Twitter earns “millions of dollars in revenue from its Virginia source customers,” Compl. ¶ 6; but, again, even accepting that allegation, that figure is only a small fraction of the \$2.62 billion Twitter earned in advertising revenue in 2018, Twitter 2019 10-K, at 51. In short, there is nothing alleged in the Complaint to suggest that Twitter’s operations in Virginia are “exceptional” when compared to the rest of its

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<sup>3</sup> While Twitter’s 2017 Form 10-K is discussed and quoted in the Complaint, Compl. ¶ 6, this brief relies on Twitter’s most recent Form 10-K. See Twitter 2019 Form 10-K, available at <https://investor.twitterinc.com/financial-information/sec-filings/sec-filings-details/default.aspx?FilingId=13242098>.

global business, such that it could be deemed “at home” in the Commonwealth. General jurisdiction does not lie.

**B. This Court Cannot Assert *Specific* Personal Jurisdiction Over Twitter**

Twitter is likewise not subject to specific personal jurisdiction in this case. To establish specific personal jurisdiction, Plaintiff would have to satisfy *both* Virginia’s long-arm statute *and* the federal Due Process Clause. *See Verizon Online Servs., Inc. v. Ralsky*, 203 F. Supp. 2d 601, 609-610 (E.D. Va. 2002) (beginning “with the statutory analysis” because “it is possible for the contacts of a nonresident to satisfy due process but not meet a basis for jurisdiction under the Virginia long-arm statute” (citation omitted)). Plaintiff fails to meet either requirement.

**1. Virginia’s Long-Arm Statute Does Not Authorize Personal Jurisdiction Over Twitter In This Case**

Plaintiff invokes three provisions of Virginia’s long-arm statute: Va. Code § 8.01-328.1(A)(1), (A)(3), (A)(4). *See* Compl. ¶ 14. His allegations satisfy none of them.

a. Virginia Code § 8.01-328.1(A)(3) authorizes specific personal jurisdiction “over a person” if “the person[] ... caus[es] tortious injury by an act or omission in [Virginia].” By its terms, this provision looks to the location of conduct taken or not taken by the *defendant itself*—the “person” over whom jurisdiction is asserted. *See Central Va. Aviation, Inc. v. N. Am. Flight Servs. Inc.*, 23 F. Supp. 3d 625, 630 (E.D. Va. 2014); *Jones v. Boto Co., Ltd.*, 498 F. Supp. 2d 822, 826 (E.D. Va. 2007). The Complaint, however, does not allege that *Twitter* engaged in any “act or omission” in Virginia. Twitter allegedly blocked certain (conservative) content and users and/or failed to block other (insulting or defamatory) content and users. *See* Compl. ¶ 1. The Complaint identifies only one Twitter office where such actions or inactions supposedly happened: Twitter’s headquarters in *California*. *See id.* ¶¶ 2, 6. The sole injurious actions alleged to have taken place in Virginia were taken not by Twitter but by another Defendant, Liz Mair. *See id.* ¶¶ 7-8. Even if

such allegations can establish personal jurisdiction over *Mair*, they cannot bring *Twitter* within the bounds of subsection 8.01-328.1(A)(3).

b. Virginia Code § 8.01-328.1(A)(4), by contrast, extends to persons who engaged in “act[s] or omission[s] outside this Commonwealth,” but only if those out-of-state acts or omissions “[c]aus[ed] tortious injury in this Commonwealth.” This provision is inapplicable, as the Complaint nowhere alleges that Plaintiff experienced any injury in Virginia. Instead, it alleges that Plaintiff was injured where he resides (California) and where he works (Washington, D.C.). Compl. ¶¶ 11, 30, 31 (alleging that Twitter’s actions cost Nunes votes in his 2018 California congressional race and interfered with his Washington, D.C.-based investigations). As courts have long recognized, any injuries arising from defamation are generally experienced where the plaintiff lives or works. *See Calder v. Jones*, 465 U.S. 783, 788-789 (1984) (in libel action, the “brunt of the harm” alleged, “in terms of both plaintiff’s emotional distress and the injury to her professional reputation,” was suffered in state in which she resided); *accord Young v. New Haven Advocate*, 315 F.3d 256, 261-262 (4th Cir. 2002). And subsection 8.01-328.1(A)(4) does not authorize suit against an out-of-state defendant for injuries suffered in another state.

c. Finally, Virginia Code § 8.01-328.1(A)(1) permits specific jurisdiction over a person for claims “arising from the person’s [t]ransacting any business” in Virginia. This provision also has no operation here. The Complaint does not identify any business transactions by Twitter in Virginia that are connected in any way to the claims in this case. Twitter’s only, even arguably, suit-related connection to Virginia concerns the Twitter account that Twitter provides *for free* to Liz Mair. Compl. ¶ 7. But as courts in other states have recognized in interpreting similar long-arm provisions, allowing users to use an online service for free does not, by itself, constitute “transacting business” in a state. *See Jewell v. Music Lifeboat*, 254 F. Supp.



3d 410, 420 (E.D.N.Y. 2017) (merely making website available for free, “standing alone, does not amount to transacting business in the state”); *Brannies v. Internet ROI, Inc.*, 67 F. Supp. 3d 1365, 1368 (S.D. Ga. 2015) (similar); *accord Mattel, Inc. v. Adventure Apparel*, 2001 WL 286728 (S.D.N.Y. Mar. 21, 2001) (personal jurisdiction appropriate in plaintiff’s home state where defendant used its website to exchange payment and shipping information with plaintiff and to consummate online sale to plaintiff). And the Complaint does not allege that Twitter ever engaged in any commercial transaction with Mair—let alone any commercial transactions related to Plaintiff’s claims.

The Complaint’s allegation that Twitter “earns millions of dollars” from advertisers by showing ads to Virginia residents (Compl. ¶ 6) does not alter that conclusion. While Twitter’s advertising business might establish that Twitter “transacted business” with *advertisers* in Virginia, courts have consistently held that such ads do not, for purposes of a “transacting business” long-arm provision, establish that an online company transacted any business with *users who viewed the ads*. *E.g., Brannies*, 67 F. Supp. 3d at 1368. Plaintiff’s claims, moreover, do not “aris[e] from” Twitter’s business relationships with advertisers in Virginia or any advertising revenues from Virginia. *See Gallop Leasing Corp. v. Nationwide Mut. Ins. Co.*, 244 Va. 68, 71 (1992). Neither Twitter’s relationship with Mair nor its display of advertising to Virginians can satisfy the “transacting business” provision of the Virginia long-arm statute.

## **2. The Federal Due Process Clause Precludes This Court From Exercising Specific Personal Jurisdiction Over Twitter**

Plaintiff also fails to satisfy the constitutional due process limits on specific personal jurisdiction over Twitter. Due process requires a plaintiff to demonstrate a sufficient “relationship among the defendant, the forum, and the litigation.” *Walden*, 571 U.S. at 283-284. This “relationship” requires both (1) that the defendant “purposefully directed his activities at residents

of the forum,” and (2) that “the litigation results from alleged injuries that arise out of or relate to those activities.” *Yelp, Inc.*, 289 Va. at 438 n.18 (quoting *Burger King Corp. v. Rudzewicz*, 471 U.S. 462, 472 (1985)). Plaintiff fails to satisfy this test: He alleges no Twitter “activities” that *both* were purposefully directed at Virginia (as opposed to being directed at all the world or another forum) *and* are “the genesis of this [particular] dispute.” *CFA Inst. v. Inst. of Chartered Fin. Analysts of India*, 551 F.3d 285, 295 (4th Cir. 2009).

Plaintiff alleges no “suit-related conduct” by Twitter that “create[s] a substantial connection” with Virginia. *Walden*, 571 U.S. at 284. “[S]imply operating an interactive website that is accessible from the forum state,”—“even a ‘highly interactive’ website,”—is not enough. *be2 LLC v. Ivanov*, 642 F.3d 555, 558-59 (7th Cir. 2011) (citations omitted). Rather, an online service provider “defendant must in some way *target* the forum state’s market.” *Id.*; accord *ALS Scan, Inc. v. Digital Serv. Consultants, Inc.*, 293 F.3d 707, 712 (4th Cir. 2002). Courts have thus found personal jurisdiction lacking, as a matter of due process, over another California-based online platform, Facebook, in cases in which plaintiffs alleged that the platform “failed to delete content” posted to the platform by an in-state resident, “‘censor[ed]’ the content” that a forum-state resident posted to the platform, or collected biometric information of forum-state residents from photos uploaded to the platform by other forum-state residents. *Harrison v. Facebook, Inc.*, 2019 WL 1090779, at \*4 (S.D. Ala. Jan. 17, 2019) (first example), *report and recommendation adopted*, 2019 WL 1102210 (S.D. Ala. Mar. 8, 2019); *Ralls v. Facebook*, 221 F. Supp. 3d 1237, 1241 (W.D. Wash. 2016) (second example); *Gullen v. Facebook.com, Inc.*, 2016 WL 245910, at \*2 (N.D. Ill. Jan. 21, 2016) (third example). In each case, the lack of any non-conclusory allegation that any of Facebook’s own suit-related conduct took place in or was particularly “target[ed] [at] the forum” was dispositive. *Gullen*, 2016 WL 245910, at \*2. “[P]ersonal jurisdiction over

Facebook,” these courts explained, “may not exist simply because a user avails himself of Facebook’s services in a state other than the states in which Facebook is incorporated and has its principal place of business.” *Ralls*, 221 F. Supp. 3d at 1244.

The same is true here as to Twitter. Plaintiff does not allege that any of Twitter’s alleged suit-related conduct occurred in or was targeted at Virginia in particular. Rather, Plaintiff alleges that Twitter *generally* “shadow-ban[s] conservatives,” “explicit[ly] censor[s] ... viewpoints with which it disagrees,” “host[s] and monetize[s] content that is clearly abusive,” “ignore[s] lawful complaints about offensive content,” and “selectively amplif[ies] the message of defamers.” Compl. ¶ 1; *see also id.* ¶¶ 12, 26-30 (similar allegations). All of these allegations concern alleged policy choices and editorial decisions that Twitter made, if anywhere, at its California headquarters or another Twitter office—none of which is in Virginia—and that were allegedly directed at the world as a whole, not Virginia in particular. *See id.* ¶¶ 2-3. Indeed, to the extent Plaintiff suggests any suit-related targeting at all, the target was not Virginia, but rather Plaintiff’s congressional district in *California* and his Committee in *Washington, D.C.* *See id.* ¶¶ 27, 30-31.

Plaintiff cannot overcome this complete absence of suit-related conduct in or targeted at Virginia by pointing to alleged connections between Twitter and Virginia that are *unrelated* to his claims. Only “*suit-related*” conduct can permit a court exercising specific jurisdiction over an out-of-state defendant, *Walden*, 571 U.S. at 284 (emphasis added)—meaning conduct that is “the genesis of [the] dispute,” *CFA Inst.*, 551 F.3d at 295. Twitter’s alleged Virginia-related contacts—which are limited to its being registered to transact business, maintaining a registered agent, targeting advertising to residents, earning revenue from customers, and having Twitter users in Virginia—are all irrelevant. *See* Compl. ¶ 6. None of those alleged contacts is the genesis of Plaintiff’s dispute and so none is capable of satisfying the requirements of due process. *See Gullen*,

2016 WL 245910, at \*2 (dismissing relevance of Facebook’s Illinois registered agent and advertising office because such “contacts have no relationship to this suit”); *Harrison*, 2019 WL 1090779, at \*4 (same, regarding Facebook’s 2 million Alabama users).<sup>4</sup>

Nor can Plaintiff evade the limits of due process by naming as a defendant one of Twitter’s hundreds of millions of users—Mair—who allegedly posted defamatory comments to the Twitter platform from Virginia. “[I]t is the defendant [here, Twitter], not the plaintiff or *third parties*, who must create contacts with the forum State.” *Walden*, 571 U.S. at 291 (emphasis added). “[U]nilateral activity of a third party ... cannot satisfy the requirement of contact with the forum State.” *Id.* That is why courts consistently reject personal jurisdiction in similar cases involving online platforms: In the *Harrison*, *Ralls*, and *Gullen* cases discussed above, *supra* pp. 9-10, it was irrelevant that an in-state user had posted the content at issue on a highly interactive platform, because none of *the platform operator’s* suit-related conduct occurred in or was specifically targeted at the forum state.

The same is true here. Plaintiff’s allegations that Twitter provided Mair an account, that “on information and belief, Twitter’s content moderators reviewed” her account and “were well aware of the defamation as it was occurring,” and that Twitter did not stop that defamation, Compl. ¶ 26, in no way distinguish this case from *Harrison*, *Ralls*, and *Gullen*. Indeed, if anything, such allegations demonstrate even *less* targeting at the forum state than those cases since, at most and if true, they would show only that Twitter *failed to act*, not that Twitter affirmatively directed any

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<sup>4</sup> Moreover, as Plaintiff acknowledges, much of this conduct is not unique to Virginia and so is not targeted at the forum. Services like “Promoted Tweets,” for example, are available nationwide. Compl. ¶ 6 & n.4, 5 (alleging that Twitter “collects data” on all users, “sells that data to advertisers,” and uses other “proprietary algorithms” for “each [Twitter] user[]”); *id.* ¶¶ 20-28 (discussing the “Twitter User Agreement” applicable to all users “who live in the United States”).



conduct toward Virginia. In sum, Plaintiff's claims against Twitter must be dismissed for lack of personal jurisdiction.

## **II. A Binding Forum Selection Clause Requires This Suit To Be Brought In California**

Plaintiff's claims against Twitter must also be dismissed at the outset because Plaintiff agreed to, and is now violating, a mandatory forum selection clause that requires disputes concerning Twitter's Terms or services (such as this one) to "be brought solely in the federal or state courts located in San Francisco, California." *See* Carome Decl. Ex. A at 2-14, Twitter Terms of Service ("Twitter Terms"). Virginia is thus an improper forum, and dismissal is appropriate under Va. Code. § 8.01-264. *See New Life Christian Church v. Dynabilt Tech. Int'l Corp.*, 59 Va. Cir. 399 (Va. Cir. 2002).

Plaintiff's own allegations establish his agreement to this California forum selection clause. The Complaint acknowledges that Plaintiff is a user of Twitter's services, that the Twitter Terms "govern a user's access to and use of Twitter's services," and that the Terms provide that "by using the [Twitter] Services, a user agrees to be bound by the Terms."<sup>5</sup> Compl. ¶¶ 21, 29, 30; *see also* Twitter Terms 2-4. Indeed, the premise of Plaintiff's first count is that the Twitter Terms are a binding agreement that Twitter can (and should) "enforce" in dealings with Twitter users. Compl. ¶ 37; *see also id.* ¶¶ 20-28 (detailed discussion of Twitter Terms). The Twitter Terms, in turn, include the aforementioned mandatory forum selection clause, which states, in full: **"All disputes related to these Terms or [Twitter] Services will be brought solely in the federal or state courts located in San Francisco County, California, United States, and you consent to**

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<sup>5</sup> Plaintiff maintains two active Twitter accounts, both a personal account (@DevinNunes) and an official account (@RepDevinNunes). *See* Compl. ¶ 9 (describing and reproducing Tweets that refer to @DevinNunes); Rep. Devin Nunes (@RepDevinNunes), <https://twitter.com/repdevinnunes?lang=en> (profile attached as Carome Decl. Ex. C).

**personal jurisdiction and waive any objection as to inconvenient forum.”** Twitter Terms 8.<sup>6</sup>

All of Plaintiff’s claims fall well within the plain text of this forum selection clause for three reasons. *First*, this action concerns how Twitter interprets and enforces its User Agreement, which includes the Terms of Service, Twitter Rules, and other policies. The Complaint is replete with allegations relating to Twitter’s services, policies, enforcement of those policies, and content posted on Twitter’s services. *E.g.*, Compl. ¶¶ 1-2, 6-7, 9. In fact, the Complaint includes an entire section dedicated to “Twitter’s Terms of Service and Rules,” which quotes at length from Twitter’s Rules and includes detailed allegations about how Twitter allegedly interprets and enforces those Rules. *Id.* ¶¶ 20-28. This action is thus a “dispute[] related to the[] [Twitter] Terms.” Twitter Terms 8.

*Second*, this action relates to Plaintiff’s *own* use of Twitter services. The Complaint repeatedly alleges that Twitter discriminated against Plaintiff’s use of Twitter services. *See* Compl. ¶ 27 (alleging that Twitter’s actions were part of a larger “agenda to squelch [Plaintiff’s] voice” on the platform). The action is therefore also a “dispute[] related to the[] [Twitter] ... Services.” Twitter Terms 8.

*Finally*, this action further constitutes a “dispute[] related to the[] [Twitter] ... Services,” Twitter Terms 8, because it relates to how *other* users (including the three other Defendants) used Twitter services, *e.g.*, Compl. ¶ 37 (alleging that Twitter “allowed its platform to be used by others as a means to defame Nunes”). The term “services” in the Twitter Terms “is not cabined to *plaintiff’s* use of the Services” but is rather “sufficiently expansive” to reach claims that another

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<sup>6</sup> This forum selection clause is clearly “mandatory,” rather than a “permissive.” The Terms state that “[a]ll disputes related to these Terms or [Twitter’s] Services *will* be brought *solely* in the federal or state courts located in San Francisco County, California.” That language does not “simply list[] one acceptable forum among many,” but rather “defines the only place where either party may sue.” *Unistaff, Inc. v. Kooshare Corp.*, 667 F. Supp. 2d 616, 618 (E.D. Va. 2009).

person used those services to injure the plaintiff. *Goodwin v. Bruggeman-Hatch*, 2014 WL 3057198, at \*1 (D. Colo. July 7, 2014) (construing the same forum selection provision at issue here). This is clear from the provision’s broad language—which covers “[a]ll disputes relat[ed] to ... [Twitter] Services.” Twitter Terms 8 (emphasis added). As courts consistently have recognized, a forum selection clause using the phrase “related to” must be interpreted broadly to cover any dispute with any connection to the covered subject matter. *See Bagg v. HighBeam Research, Inc.*, 862 F. Supp. 2d 41, 45 (D. Mass. 2012); *Huffington v. T.C. Group, LLC*, 637 F.3d 18, 22 (1st Cir. 2011).

The forum selection clause in the Twitter Terms thus plainly applies to Plaintiff’s claims against Twitter and requires that those claims be dismissed. As the Virginia Supreme Court has made clear, “contractual provisions limiting the place or court where potential actions between the parties may be brought are prima facie valid and should be enforced, unless the party challenging enforcement establishes that such provisions are unfair or unreasonable, or are affected by fraud or unequal bargaining power.” *Paul Bus. Sys.*, 240 Va. at 342. Where, as here, a plaintiff has agreed to such a contractual provision the proper course is clear: The Court should dismiss Plaintiff’s claims for improper venue “without prejudice,” leaving him the option to “institute suit pursuant to the terms of the forum selection clause” in the agreed-upon forum. *Id.* at 340.

### **III. Alternatively, Forum Non Conveniens Principles Require Dismissal Of This Action**

Even if this Court were to determine that jurisdiction and venue are proper in this forum (though they are not for the reasons given above), dismissal would still be warranted for another reason: Forum non conveniens principles dictate that this action be brought in the vastly more convenient forum of California, rather than in a forum (Virginia) that lacks any meaningful connection to this dispute. Virginia Code § 8.01-265 provides for dismissal under precisely these circumstances. Section 8.01-265 states that a court “may, upon motion by any party and for good

cause shown ... dismiss an action brought by a person who is not a resident of the Commonwealth without prejudice under such conditions as the court deems appropriate if the cause of action arose outside of the Commonwealth and if the court determines that a more convenient forum which has jurisdiction over all parties is available in a jurisdiction other than the Commonwealth.” The statute, in turn, defines “good cause” to include “the avoidance of substantial inconvenience to the parties or the witnesses.” *Id.*

This action easily satisfies each requirement for dismissal under § 8.01-265. *First*, Plaintiff is “a citizen of California,” not a resident of Virginia. Compl. ¶ 3. This action was thus “brought by a person who is not a resident of the Commonwealth.” Va. Code § 8.01-265.

*Second*, California “has jurisdiction over all parties.” Va. Code § 8.01-265. California has general personal jurisdiction over both Plaintiff, a resident of California, and Twitter, a corporation with its principal place of business in California, because both parties are at home in California. *See* Compl. ¶¶ 3, 4; *see also supra* pp. 5-7 (discussing requirements for general jurisdiction). As for the other Defendants, Mair has consented to jurisdiction and venue in California. Mair Decl. ¶¶ 4-6. The operators of @DevinNunesMom and @DevinCow, as anonymous Defendants whose identities and residences are unknown, can be disregarded for purposes of evaluating forum non conveniens. *See, e.g., P.E.A. Films, Inc. v. Metro-Goldwyn-Mayer, Inc.*, 1998 WL 54610, at \*4 (S.D.N.Y. Feb. 10, 1998) (disregarding Doe defendants because “the forum non conveniens motion can only be decided on the basis of facts actually before the court”). And in any event, Mair, @DevinNunesMom, and @DevinCow, as users of Twitter’s services, consented to venue in California by agreeing to the Terms of Service, as Plaintiff did. Moreover, even without their consent, California courts would have jurisdiction over all three of these Defendants because each is alleged to have published numerous comments and statements about a California resident on the



Internet, knowing that individual resides in California. *See* Compl. ¶¶ 7-10. Under federal and California law, such conduct is sufficient to establish specific personal jurisdiction. *See Gordy v. Daily News, L.P.*, 95 F.3d 829, 832-833 (9th Cir. 1996) (finding specific personal jurisdiction under California long-arm statute where out-of-state defendant newspaper published defamatory article knowing subject of article resided in California); *Young*, 315 F.3d at 261-262 (similar).

*Third*, Plaintiff's "cause[s] of action arose outside of the Commonwealth." Va. Code § 8.01-265. As discussed above, *supra* p. 8, Plaintiff's claims arose where his alleged injuries occurred—in California and/or Washington, D.C. *See Calder*, 465 U.S. at 788-789 ("brunt of the harm" in libel action was suffered where plaintiff worked and resided); *Young*, 315 F.3d at 261-262 ("primary effects of the defamatory statements" were felt in plaintiff's home state). And as also discussed above, *supra* p. 7, all of Twitter's allegedly wrongful actions took place in California or otherwise outside of Virginia. Indeed, none of Plaintiff's claims have any conceivable connection to Virginia *at all* other than those against Mair.

*Finally*, "good cause" exists to dismiss this case because it has strong ties to California and a small connection to Virginia. Va. Code § 8.01-265. While "there is no clear formula which can be mechanically applied" for evaluating forum non conveniens under § 8.01-265, the circumstances that courts ordinarily consider include "relative ease of access to sources of proof; availability of compulsory process for attendance of unwilling witnesses, and the cost of obtaining attendance of willing witnesses; ... and all other practical problems that make trial of a case easy, expeditious and inexpensive." *Norfolk & W. Ry. Co. v. Williams*, 239 Va. 390, 393 (1990) (citation omitted). These factors overwhelmingly demonstrate that California is the most convenient forum.

"[S]ubstantial inconvenience to parties or witnesses" is "[c]learly an important indicator of good cause" under § 8.01-265. *Norfolk & W. Ry.*, 239 Va. at 395. Although the parties have not

yet identified witnesses who would be likely to testify in this case (were it to survive threshold dispositive motions), it is clear from the Complaint that the witnesses, evidence, and operative facts relevant to Plaintiff's theory of liability overwhelmingly would be found not in Virginia but in California or elsewhere. Plaintiff's theory is that Twitter users across the country posted defamatory messages about him on the Twitter platform, and that Twitter allegedly failed to take sufficient steps to block or remove that content. Compl. ¶¶ 1-2. According to the Complaint, those acts caused Plaintiff to be injured by influencing voters in California's 22nd Congressional District, causing him to receive fewer votes than in past elections, and interfering with and distracting from his official duties in Washington, D.C. *Id.* ¶¶ 5, 31. The main evidence would thus fall into three buckets: evidence about Twitter's content moderation decisions, evidence about Plaintiff's alleged injuries, and evidence about the allegedly defamatory messages posted to the Twitter platform, including the truth or falsity of the messages' factual content (if any). All of that evidence would be significantly more accessible in California than in Virginia.

The evidence in the first bucket—regarding Twitter's content moderation decisions—has no connection to Virginia at all. Any decisions by Twitter regarding what content and which users to permit or block on its Twitter platform during the run-up to the 2018 election would have likely been made at Twitter's San Francisco headquarters, and definitely not in Virginia, where Twitter has no offices. Twitter's Trust & Safety Department is the unit within Twitter that is responsible for deciding what categories of content should be barred by the Twitter Rules, for formulating general policies and strategies regarding how Twitter will enforce those rules, for setting Twitter policies regarding the opening and suspension of accounts, for training Twitter employees on enforcement of the Twitter Rules, and for conducting quality assurance to confirm that enforcement has been implemented properly. Starr Decl. ¶ 6. All U.S.-based Twitter employees

within the Trust & Safety Department were based at Twitter’s San Francisco headquarters during the relevant time, and to the extent they are still employed by Twitter, all of them continue to be based at that location. *Id.* Documents and records related to the work of Twitter’s Trust & Safety Department are also located in California or maintained on secure servers located in or accessible from Twitter’s California headquarters. *Id.* ¶ 7.

The same is true of evidence in the second bucket, related to whether and to what extent Mair’s, @DevinNunesMom’s, and @DevinCow’s allegedly offensive Tweets caused Congressman Nunes any injury. Plaintiff is a California resident who officially represents California. The Complaint alleges that Defendants’ actions “affected the election results” in his district in 2018, including by causing Plaintiff to win in 2018 by a “much narrower margin” than in prior elections. Compl. ¶¶ 5, 31. While it is not clear at this time what witnesses or evidence (if any) might substantiate those claims, any witnesses or evidence regarding election results and voting trends in California’s 22nd Congressional District will likely be located in California, and are not likely to be found in Virginia. Evidence regarding Plaintiff’s other alleged injuries—relating to his reputation before and after the Tweets that offended him and his alleged difficulties carrying out his official duties in Washington, D.C., *see id.* ¶¶ 4, 5, 31—is also likely to be found in the California congressional district that he represents and he lives in, or in Washington, D.C. No such evidence is likely to be located in Virginia.

Evidence in the final bucket—regarding the contents and truth or falsity of Tweets mocking or defaming Congressman Nunes—would be at least as accessible in California as in Virginia. The Tweets were posted to the Internet and remain accessible on a server operated by Twitter, which is based in California. Moreover, content available on the Internet can be accessed easily from any venue. The ease of transmitting digital files means that the location of such evidence

does not favor any one forum over another. And evidence regarding whether any of the messages were false and whether (and to what extent) they hurt Plaintiff's reputation (compared to what it already was without the Tweets in question) is presumably concentrated in California, where Plaintiff lives, repeatedly runs for public office, and has spent most of his life, *see* Compl. ¶¶ 3-5.

On the other side of the ledger, the sole apparent connection between this lawsuit and Virginia is that Mair resides in the Commonwealth. But that connection is fairly minor and is dwarfed by the substantial connections to California discussed above. Moreover, as just explained, much of the evidence relevant to Plaintiff's allegations against Mair—namely, the contents of her Tweets—is easily available in any forum, and evidence about whether any of that content was true, false, and/or harmful to Plaintiff is likely to be concentrated in California. Further, Mair agrees that venue in California would be appropriate and would not be inconvenient for her. Mair Decl. ¶¶ 4-6. Where transfer is *welcomed* by the one person even conceivably connecting this case to Virginia, her presence in Virginia cannot possibly tip the scales away from another forum that would be markedly more convenient to all other parties and witnesses. *See Stewart Org., Inc. v. Ricoh Corp.*, 487 U.S. 22, 29-30 (1988) (courts should generally respect “parties’ private expression of their venue preferences”).

Where, as here, Plaintiff's claims establish only a limited (at best) connection to Virginia, any “weight afforded th[e] [Plaintiff's] choice [of forum] is diminished.” *Norfolk & W. Ry.*, 239 Va. at 394. Good cause thus exists to dismiss this action without prejudice pursuant to Virginia Code § 8.01-265 to allow this action to be refiled (if at all) in Plaintiff's home state of California.

### CONCLUSION

For the reasons set forth above, Twitter respectfully requests that the Court dismiss the Complaint against Twitter in its entirety for lack of personal jurisdiction and improper venue.

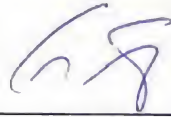


Dated: May 9, 2019

Respectfully submitted,

TWITTER, INC.

By:



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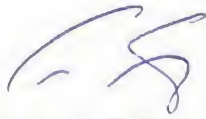
*Counsel for Specially-Appearing Defendant  
Twitter, Inc.*

**CERTIFICATE OF SERVICE**

I certify that on this 9th day of May, 2019, I caused a true and accurate copy of the foregoing to be served by First Class United States Mail, postage prepaid, on the following:

Steven S. Biss, Esquire  
300 West Main Street, Suite 102  
Charlottesville, Virginia 22903

*Counsel for Plaintiff, Devin G. Nunes*



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cseyfarth@ohaganmeyer.com

# **Exhibit 1**

VIRGINIA:

IN THE CIRCUIT COURT FOR THE COUNTY OF HENRICO

DEVIN G. NUNES,

Plaintiff,

v.

TWITTER, INC., *et al.*,

Defendants.

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)  
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)  
)

Case No.: CL19-1715-00

**DECLARATION OF PATRICK J. CAROME IN SUPPORT OF SPECIALLY-  
APPEARING DEFENDANT TWITTER, INC.'S MOTION TO DISMISS**

I, Patrick J. Carome, declare and state as follows:

1. I am an attorney licensed to practice law in the District of Columbia. I submit this Declaration in support of Specially-Appearing Defendant Twitter, Inc.'s Motion to Dismiss and hereby attach true and correct copies of the following:

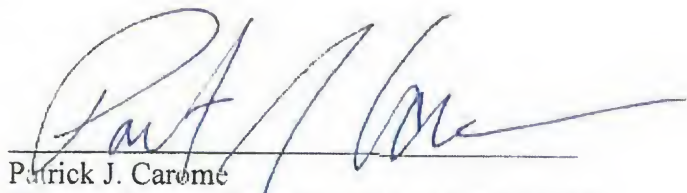
2. **Exhibit A** is a true and accurate copy of Twitter, Inc.'s current Twitter User Agreement, modified to display page numbers at the bottom of each page for ease of reference. As of May 9, 2019, the Twitter User Agreement is available on Twitter's website at <https://twitter.com/en/tos> (by clicking on the "Download: Twitter User Agreement" button that appears at the upper-right corner of that webpage).

3. **Exhibit B** is a true and accurate copy of a screen capture of the landing page for Devin Nunes's personal Twitter account, @DevinNunes. As of May 9, 2019, this account is accessible at <https://twitter.com/DevinNunes>.

4. **Exhibit C** is a true and accurate copy of a screen capture of the landing page for Rep. Devin Nunes's official Twitter account, @RepDevinNunes. As of May 9, 2019, this account is accessible at <https://twitter.com/RepDevinNunes>.

I declare under penalty of perjury that the foregoing is true and correct to the best of my knowledge and belief.

Executed on May 9, 2017 at Washington, D.C.

A handwritten signature in blue ink, appearing to read "Patrick J. Carome", written over a horizontal line.

Patrick J. Carome  
WILMER CUTLER PICKERING HALE & DORR LLP  
1875 Pennsylvania Avenue, N.W.  
Washington, D.C. 20006  
(202) 663-6000  
patrick.carome@wilmerhale.com



# **Exhibit A**



# Twitter User Agreement

If you live in the United States, the Twitter User Agreement comprises these [Terms of Service](#), our [Privacy Policy](#), the [Twitter Rules](#) and all incorporated policies.

If you live in the European Union or otherwise outside the United States, the Twitter User Agreement comprises these [Terms of Service](#), our [Privacy Policy](#), the [Twitter Rules](#) and all incorporated policies.



# Twitter Terms of Service

## If you live in the United States

These Terms of Service ("Terms") govern your access to and use of our services, including our various websites, SMS, APIs, email notifications, applications, buttons, widgets, ads, commerce services, and our [other covered services](https://support.twitter.com/articles/20172501) (<https://support.twitter.com/articles/20172501>) that link to these Terms (collectively, the "Services"), and any information, text, links, graphics, photos, audio, videos, or other materials or arrangements of materials uploaded, downloaded or appearing on the Services (collectively referred to as "Content"). By using the Services you agree to be bound by these Terms.

### 1. Who may use the services

You may use the Services only if you agree to form a binding contract with Twitter and are not a person barred from receiving services under the laws of the applicable jurisdiction. In any case, you must be at least 13 years old, or in the case of Periscope 16 years old, to use the Services. If you are accepting these Terms and using the Services on behalf of a company, organization, government, or other legal entity, you represent and warrant that you are authorized to do so and have the authority to bind such entity to these Terms, in which case the words "you" and "your" as used in these Terms shall refer to such entity.

### 2. Privacy

Our [Privacy Policy](https://www.twitter.com/privacy) (<https://www.twitter.com/privacy>) describes how we handle the information you provide to us when you use our Services. You understand that through your use of the Services you consent to the collection and use (as set forth in the Privacy Policy) of this information, including the transfer of this information to the United States, Ireland, and/or other countries for storage, processing and use by Twitter and its affiliates.

### 3. Content on the services

You are responsible for your use of the Services and for any Content you provide, including compliance with applicable laws, rules, and regulations. You should only provide Content that you are comfortable sharing with others.

Any use or reliance on any Content or materials posted via the Services or obtained by you through the Services is at your own risk. We do not endorse, support, represent or guarantee the completeness, truthfulness, accuracy, or

reliability of any Content or communications posted via the Services or endorse any opinions expressed via the Services. You understand that by using the Services, you may be exposed to Content that might be offensive, harmful, inaccurate or otherwise inappropriate, or in some cases, postings that have been mislabeled or are otherwise deceptive. All Content is the sole responsibility of the person who originated such Content. We may not monitor or control the Content posted via the Services and, we cannot take responsibility for such Content.

We reserve the right to remove Content that violates the User Agreement, including for example, copyright or trademark violations, impersonation, unlawful conduct, or harassment. Information regarding specific policies and the process for reporting or appealing violations can be found in our Help Center (<https://support.twitter.com/articles/15789#specific-violations> and <https://support.twitter.com/articles/15790>).

If you believe that your Content has been copied in a way that constitutes copyright infringement, please report this by visiting our Copyright reporting form (<https://support.twitter.com/forms/dmca>) or contacting our designated copyright agent at:

Twitter, Inc.  
Attn: Copyright Agent  
1355 Market Street, Suite 900  
San Francisco, CA 94103  
Reports: <https://support.twitter.com/forms/dmca>  
Email: [copyright@twitter.com](mailto:copyright@twitter.com)  
(for content on Twitter)

Twitter, Inc.  
Attn: Copyright Agent - Periscope  
1355 Market Street, Suite 900  
San Francisco, CA 94103  
Reports: <https://support.twitter.com/forms/dmca>  
Email: [copyright@pscp.tv](mailto:copyright@pscp.tv)  
(for content on Periscope)

## **Your rights and grant of rights in the content**

You retain your rights to any Content you submit, post or display on or through the Services. What's yours is yours — you own your Content (and your incorporated audio, photos and videos are considered part of the Content). By submitting, posting or displaying Content on or through the Services, you grant us a worldwide, non-exclusive, royalty-free license (with the right to sublicense) to use, copy, reproduce, process, adapt, modify, publish, transmit, display and distribute such Content in any and all media or distribution methods (now known or later developed). This license authorizes us to make your Content



available to the rest of the world and to let others do the same. You agree that this license includes the right for Twitter to provide, promote, and improve the Services and to make Content submitted to or through the Services available to other companies, organizations or individuals for the syndication, broadcast, distribution, promotion or publication of such Content on other media and services, subject to our terms and conditions for such Content use. Such additional uses by Twitter, or other companies, organizations or individuals, may be made with no compensation paid to you with respect to the Content that you submit, post, transmit or otherwise make available through the Services.

Twitter has an evolving set of rules for how ecosystem partners can interact with your Content on the Services. These rules exist to enable an open ecosystem with your rights in mind. You understand that we may modify or adapt your Content as it is distributed, syndicated, published, or broadcast by us and our partners and/or make changes to your Content in order to adapt the Content to different media.

You represent and warrant that you have, or have obtained, all rights, licenses, consents, permissions, power and/or authority necessary to grant the rights granted herein for any Content that you submit, post or display on or through the Services. You agree that such Content will not contain material subject to copyright or other proprietary rights, unless you have necessary permission or are otherwise legally entitled to post the material and to grant Twitter the license described above.

#### **4. Using the services**

Please review the [Twitter Rules](#) (and, for Periscope, the [Periscope Community Guidelines](#) at <https://www.pscp.tv/content>), which are part of the User Agreement and outline what is prohibited on the Services. You may use the Services only in compliance with these Terms and all applicable laws, rules and regulations.

Our Services evolve constantly. As such, the Services may change from time to time, at our discretion. We may stop (permanently or temporarily) providing the Services or any features within the Services to you or to users generally. We also retain the right to create limits on use and storage at our sole discretion at any time. We may also remove or refuse to distribute any Content on the Services, suspend or terminate users, and reclaim usernames without liability to you.

In consideration for Twitter granting you access to and use of the Services, you agree that Twitter and its third-party providers and partners may place advertising on the Services or in connection with the display of Content or information from the Services whether submitted by you or others. You also agree not to misuse our Services, for example, by interfering with them or accessing them using a method other than the interface and the instructions



that we provide. You may not do any of the following while accessing or using the Services: (i) access, tamper with, or use non-public areas of the Services, Twitter's computer systems, or the technical delivery systems of Twitter's providers; (ii) probe, scan, or test the vulnerability of any system or network or breach or circumvent any security or authentication measures; (iii) access or search or attempt to access or search the Services by any means (automated or otherwise) other than through our currently available, published interfaces that are provided by Twitter (and only pursuant to the applicable terms and conditions), unless you have been specifically allowed to do so in a separate agreement with Twitter (NOTE: crawling the Services is permissible if done in accordance with the provisions of the robots.txt file, however, scraping the Services without the prior consent of Twitter is expressly prohibited); (iv) forge any TCP/IP packet header or any part of the header information in any email or posting, or in any way use the Services to send altered, deceptive or false source-identifying information; or (v) interfere with, or disrupt, (or attempt to do so), the access of any user, host or network, including, without limitation, sending a virus, overloading, flooding, spamming, mail-bombing the Services, or by scripting the creation of Content in such a manner as to interfere with or create an undue burden on the Services. We also reserve the right to access, read, preserve, and disclose any information as we reasonably believe is necessary to (i) satisfy any applicable law, regulation, legal process or governmental request, (ii) enforce the Terms, including investigation of potential violations hereof, (iii) detect, prevent, or otherwise address fraud, security or technical issues, (iv) respond to user support requests, or (v) protect the rights, property or safety of Twitter, its users and the public. Twitter does not disclose personally-identifying information to third parties except in accordance with our Privacy Policy.

If you use developer features of the Services, including but not limited to [Twitter for Websites](https://dev.twitter.com/web/overview) (<https://dev.twitter.com/web/overview>), [Twitter Cards](https://dev.twitter.com/cards/overview) (<https://dev.twitter.com/cards/overview>), [Public API](https://dev.twitter.com/streaming/public) (<https://dev.twitter.com/streaming/public>), or [Sign in with Twitter](https://dev.twitter.com/web/sign-in) (<https://dev.twitter.com/web/sign-in>), you agree to our [Developer Agreement](https://dev.twitter.com/overview/terms/agreement) (<https://dev.twitter.com/overview/terms/agreement>) and [Developer Policy](https://dev.twitter.com/overview/terms/policy) (<https://dev.twitter.com/overview/terms/policy>). If you want to reproduce, modify, create derivative works, distribute, sell, transfer, publicly display, publicly perform, transmit, or otherwise use the Services or Content on the Services, you must use the interfaces and instructions we provide, except as permitted through the Twitter Services, these Terms, or the terms provided on [dev.twitter.com](https://dev.twitter.com).

If you use advertising features of the Services, you must agree to our [Twitter Master Services Agreement](https://ads.twitter.com/terms) (<https://ads.twitter.com/terms>).

If you use Super Hearts, Coins, or Stars on Periscope, you agree to our [Super Hearts Terms](https://legal.twitter.com/en/periscope/super/terms.html) (<https://legal.twitter.com/en/periscope/super/terms.html>).

## Your account

You may need to create an account to use some of our Services. You are responsible for safeguarding your account, so use a strong password and limit its use to this account. We cannot and will not be liable for any loss or damage arising from your failure to comply with the above.

You can control most communications from the Services. We may need to provide you with certain communications, such as service announcements and administrative messages. These communications are considered part of the Services and your account, and you may not be able to opt-out from receiving them. If you added your phone number to your account and you later change or deactivate that phone number, you must update your account information to help prevent us from communicating with anyone who acquires your old number.

## Your license to use the services

Twitter gives you a personal, worldwide, royalty-free, non-assignable and non-exclusive license to use the software provided to you as part of the Services. This license has the sole purpose of enabling you to use and enjoy the benefit of the Services as provided by Twitter, in the manner permitted by these Terms. The Services are protected by copyright, trademark, and other laws of both the United States and foreign countries. Nothing in the Terms gives you a right to use the Twitter name or any of the Twitter trademarks, logos, domain names, and other distinctive brand features. All right, title, and interest in and to the Services (excluding Content provided by users) are and will remain the exclusive property of Twitter and its licensors. Any feedback, comments, or suggestions you may provide regarding Twitter, or the Services is entirely voluntary and we will be free to use such feedback, comments or suggestions as we see fit and without any obligation to you.

## Ending these terms

You may end your legal agreement with Twitter at any time by deactivating your accounts and discontinuing your use of the Services. See <http://support.twitter.com/articles/15358-how-to-deactivate-your-account> (and for Periscope, <https://help.pscp.tv/customer/portal/articles/2460220>) for instructions on how to deactivate your account and the Privacy Policy for more information on what happens to your information.

We may suspend or terminate your account or cease providing you with all or part of the Services at any time for any or no reason, including, but not limited to, if we reasonably believe: (i) you have violated these Terms or the [Twitter Rules](#) or [Periscope Community Guidelines](#), (ii) you create risk or possible legal exposure for us; (iii) your account should be removed due to prolonged inactivity; or (iv) our provision of the Services to you is no longer commercially viable. We will make reasonable efforts to notify you by the email address associated with your



account or the next time you attempt to access your account, depending on the circumstances. In all such cases, the Terms shall terminate, including, without limitation, your license to use the Services, except that the following sections shall continue to apply: II, III, V, and VI.

## **5. Disclaimers and limitations of liability**

### **The services are available “as-is”**

Your access to and use of the Services or any Content are at your own risk. You understand and agree that the Services are provided to you on an “AS IS” and “AS AVAILABLE” basis. The “Twitter Entities” refers to Twitter, its parents, affiliates, related companies, officers, directors, employees, agents, representatives, partners, and licensors. Without limiting the foregoing, to the maximum extent permitted under applicable law, THE TWITTER ENTITIES DISCLAIM ALL WARRANTIES AND CONDITIONS, WHETHER EXPRESS OR IMPLIED, OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. The Twitter Entities make no warranty or representation and disclaim all responsibility and liability for: (i) the completeness, accuracy, availability, timeliness, security or reliability of the Services or any Content; (ii) any harm to your computer system, loss of data, or other harm that results from your access to or use of the Services or any Content; (iii) the deletion of, or the failure to store or to transmit, any Content and other communications maintained by the Services; and (iv) whether the Services will meet your requirements or be available on an uninterrupted, secure, or error-free basis. No advice or information, whether oral or written, obtained from the Twitter Entities or through the Services, will create any warranty or representation not expressly made herein.

### **Limitation of liability**

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE TWITTER ENTITIES SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, OR ANY LOSS OF PROFITS OR REVENUES, WHETHER INCURRED DIRECTLY OR INDIRECTLY, OR ANY LOSS OF DATA, USE, GOODWILL, OR OTHER INTANGIBLE LOSSES, RESULTING FROM (i) YOUR ACCESS TO OR USE OF OR INABILITY TO ACCESS OR USE THE SERVICES; (ii) ANY CONDUCT OR CONTENT OF ANY THIRD PARTY ON THE SERVICES, INCLUDING WITHOUT LIMITATION, ANY DEFAMATORY, OFFENSIVE OR ILLEGAL CONDUCT OF OTHER USERS OR THIRD PARTIES; (iii) ANY CONTENT OBTAINED FROM THE SERVICES; OR (iv) UNAUTHORIZED ACCESS, USE OR ALTERATION OF YOUR TRANSMISSIONS OR CONTENT. IN NO EVENT SHALL THE AGGREGATE LIABILITY OF THE TWITTER ENTITIES EXCEED THE GREATER OF ONE HUNDRED U.S. DOLLARS (U.S. \$100.00) OR THE AMOUNT YOU PAID TWITTER, IF ANY, IN THE PAST SIX MONTHS FOR THE SERVICES GIVING RISE TO THE CLAIM. THE LIMITATIONS OF THIS

SUBSECTION SHALL APPLY TO ANY THEORY OF LIABILITY, WHETHER BASED ON WARRANTY, CONTRACT, STATUTE, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, AND WHETHER OR NOT THE TWITTER ENTITIES HAVE BEEN INFORMED OF THE POSSIBILITY OF ANY SUCH DAMAGE, AND EVEN IF A REMEDY SET FORTH HEREIN IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.

## 6. General

We may revise these Terms from time to time. The changes will not be retroactive, and the most current version of the Terms, which will always be at [twitter.com/tos](https://twitter.com/tos), will govern our relationship with you. We will try to notify you of material revisions, for example via a service notification or an email to the email associated with your account. By continuing to access or use the Services after those revisions become effective, you agree to be bound by the revised Terms. The laws of the State of California, excluding its choice of law provisions, will govern these Terms and any dispute that arises between you and Twitter. All disputes related to these Terms or the Services will be brought solely in the federal or state courts located in San Francisco County, California, United States, and you consent to personal jurisdiction and waive any objection as to inconvenient forum.

If you are a federal, state, or local government entity in the United States using the Services in your official capacity and legally unable to accept the controlling law, jurisdiction or venue clauses above, then those clauses do not apply to you. For such U.S. federal government entities, these Terms and any action related thereto will be governed by the laws of the United States of America (without reference to conflict of laws) and, in the absence of federal law and to the extent permitted under federal law, the laws of the State of California (excluding choice of law).

In the event that any provision of these Terms is held to be invalid or unenforceable, then that provision will be limited or eliminated to the minimum extent necessary, and the remaining provisions of these Terms will remain in full force and effect. Twitter's failure to enforce any right or provision of these Terms will not be deemed a waiver of such right or provision.

These Terms are an agreement between you and Twitter, Inc., 1355 Market Street, Suite 900, San Francisco, CA 94103 U.S.A. If you have any questions about these Terms, please contact [us](#).

[Archive of Previous Terms](#)



# Twitter Terms of Service

## If you live outside of the United States

These Terms of Service (“Terms”) govern your access to and use of our services, including our various websites, SMS, APIs, email notifications, applications, buttons, widgets, ads, commerce services, and our other covered services (<https://support.twitter.com/articles/20172501>) that link to these Terms (collectively, the “Services”), and any information, text, links, graphics, photos, audio, videos, or other materials or arrangements of materials uploaded, downloaded or appearing on the Services (collectively referred to as “Content”). By using the Services you agree to be bound by these Terms.

### 1. Who may use the services

You may use the Services only if you agree to form a binding contract with Twitter and are not a person barred from receiving services under the laws of the applicable jurisdiction. In any case, you must be at least 13 years old, or in the case of Periscope 16 years old, to use the Services. If you are accepting these Terms and using the Services on behalf of a company, organization, government, or other legal entity, you represent and warrant that you are authorized to do so and have the authority to bind such entity to these Terms, in which case the words “you” and “your” as used in these Terms shall refer to such entity.

### 2. Privacy

Our [Privacy Policy](https://www.twitter.com/privacy) (<https://www.twitter.com/privacy>) describes how we handle the information you provide to us when you use our Services. You understand that through your use of the Services you consent to the collection and use (as set forth in the Privacy Policy) of this information, including the transfer of this information to the United States, Ireland, and/or other countries for storage, processing and use by Twitter and its affiliates.

### 3. Content on the services

You are responsible for your use of the Services and for any Content you provide, including compliance with applicable laws, rules, and regulations. You should only provide Content that you are comfortable sharing with others.

Any use or reliance on any Content or materials posted via the Services or obtained by you through the Services is at your own risk. We do not endorse, support, represent or guarantee the completeness, truthfulness, accuracy, or reliability of any Content or communications posted via the Services or endorse any opinions expressed via the Services. You understand that by using the Services, you may be exposed to Content that might be offensive, harmful, inaccurate or otherwise inappropriate, or in some cases, postings that have been mislabeled or are otherwise deceptive. All Content is the sole responsibility of the



person who originated such Content. We may not monitor or control the Content posted via the Services and, we cannot take responsibility for such Content.

We reserve the right to remove Content that violates the User Agreement, including for example, copyright or trademark violations, impersonation, unlawful conduct, or harassment. Information regarding specific policies and the process for reporting or appealing violations can be found in our Help Center (<https://support.twitter.com/articles/15789#specific-violations> and <https://support.twitter.com/articles/15790>).

If you believe that your Content has been copied in a way that constitutes copyright infringement, please report this by visiting our Copyright reporting form (<https://support.twitter.com/forms/dmca>) or contacting our designated copyright agent at:

Twitter, Inc.  
Attn: Copyright Agent  
1355 Market Street, Suite 900  
San Francisco, CA 94103  
Reports: <https://support.twitter.com/forms/dmca>  
Email: [copyright@twitter.com](mailto:copyright@twitter.com)  
(for content on Twitter)

Twitter, Inc.  
Attn: Copyright Agent - Periscope  
1355 Market Street, Suite 900  
San Francisco, CA 94103  
Reports: <https://support.twitter.com/forms/dmca>  
Email: [copyright@pscp.tv](mailto:copyright@pscp.tv)  
(for content on Periscope)

## **Your rights and grant of rights in the content**

You retain your rights to any Content you submit, post or display on or through the Services. What's yours is yours — you own your Content (and your incorporated audio, photos and videos are considered part of the Content).

By submitting, posting or displaying Content on or through the Services, you grant us a worldwide, non-exclusive, royalty-free license (with the right to sublicense) to use, copy, reproduce, process, adapt, modify, publish, transmit, display and distribute such Content in any and all media or distribution methods (now known or later developed). This license authorizes us to make your Content available to the rest of the world and to let others do the same. You agree that this license includes the right for Twitter to provide, promote, and improve the Services and to make Content submitted to or through the Services available to other companies, organizations or individuals for the syndication, broadcast,

distribution, promotion or publication of such Content on other media and services, subject to our terms and conditions for such Content use. Such additional uses by Twitter, or other companies, organizations or individuals, may be made with no compensation paid to you with respect to the Content that you submit, post, transmit or otherwise make available through the Services.

Twitter has an evolving set of rules for how ecosystem partners can interact with your Content on the Services. These rules exist to enable an open ecosystem with your rights in mind. You understand that we may modify or adapt your Content as it is distributed, syndicated, published, or broadcast by us and our partners and/or make changes to your Content in order to adapt the Content to different media.

You represent and warrant that you have, or have obtained, all rights, licenses, consents, permissions, power and/or authority necessary to grant the rights granted herein for any Content that you submit, post or display on or through the Services. You agree that such Content will not contain material subject to copyright or other proprietary rights, unless you have necessary permission or are otherwise legally entitled to post the material and to grant Twitter the license described above.

#### **4. Using the services**

Please review the [Twitter Rules](#) (and, for Periscope, the [Periscope Community Guidelines](#) at <https://pscp.tv/content>), which are part of the User Agreement and outline what is prohibited on the Services. You may use the Services only in compliance with these Terms and all applicable laws, rules and regulations.

Our Services evolve constantly. As such, the Services may change from time to time, at our discretion. We may stop (permanently or temporarily) providing the Services or any features within the Services to you or to users generally. We also retain the right to create limits on use and storage at our sole discretion at any time. We may also remove or refuse to distribute any Content on the Services, suspend or terminate users, and reclaim usernames without liability to you.

In consideration for Twitter granting you access to and use of the Services, you agree that Twitter and its third-party providers and partners may place advertising on the Services or in connection with the display of Content or information from the Services whether submitted by you or others. You also agree not to misuse our Services, for example, by interfering with them or accessing them using a method other than the interface and the instructions that we provide. You may not do any of the following while accessing or using the Services: (i) access, tamper with, or use non-public areas of the Services, Twitter's computer systems, or the technical delivery systems of Twitter's providers; (ii) probe, scan, or test the vulnerability of any system or network or breach or circumvent any security or authentication measures; (iii) access or



search or attempt to access or search the Services by any means (automated or otherwise) other than through our currently available, published interfaces that are provided by Twitter (and only pursuant to the applicable terms and conditions), unless you have been specifically allowed to do so in a separate agreement with Twitter (NOTE: crawling the Services is permissible if done in accordance with the provisions of the robots.txt file, however, scraping the Services without the prior consent of Twitter is expressly prohibited); (iv) forge any TCP/IP packet header or any part of the header information in any email or posting, or in any way use the Services to send altered, deceptive or false source-identifying information; or (v) interfere with, or disrupt, (or attempt to do so), the access of any user, host or network, including, without limitation, sending a virus, overloading, flooding, spamming, mail-bombing the Services, or by scripting the creation of Content in such a manner as to interfere with or create an undue burden on the Services. We also reserve the right to access, read, preserve, and disclose any information as we reasonably believe is necessary to (i) satisfy any applicable law, regulation, legal process or governmental request, (ii) enforce the Terms, including investigation of potential violations hereof, (iii) detect, prevent, or otherwise address fraud, security or technical issues, (iv) respond to user support requests, or (v) protect the rights, property or safety of Twitter, its users and the public. Twitter does not disclose personally-identifying information to third parties except in accordance with our Privacy Policy.

If you use developer features of the Services, including but not limited to [Twitter for Websites](https://dev.twitter.com/web/overview) (<https://dev.twitter.com/web/overview>), [Twitter Cards](https://dev.twitter.com/cards/overview) (<https://dev.twitter.com/cards/overview>), [Public API](https://dev.twitter.com/streaming/public) (<https://dev.twitter.com/streaming/public>), or [Sign in with Twitter](https://dev.twitter.com/web/sign-in) (<https://dev.twitter.com/web/sign-in>), you agree to our [Developer Agreement](https://dev.twitter.com/overview/terms/agreement) (<https://dev.twitter.com/overview/terms/agreement>) and [Developer Policy](https://dev.twitter.com/overview/terms/policy) (<https://dev.twitter.com/overview/terms/policy>). If you want to reproduce, modify, create derivative works, distribute, sell, transfer, publicly display, publicly perform, transmit, or otherwise use the Services or Content on the Services, you must use the interfaces and instructions we provide, except as permitted through the Twitter Services, these Terms, or the terms provided on [dev.twitter.com](https://dev.twitter.com).

If you use advertising features of the Services, you must agree to our [Twitter Master Services Agreement](https://ads.twitter.com/terms) (<https://ads.twitter.com/terms>).

If you use Super Hearts, Coins, or Stars on Periscope, you agree to our [Super Hearts Terms](https://legal.twitter.com/en/periscope/super/terms.html) (<https://legal.twitter.com/en/periscope/super/terms.html>).

## Your account

You may need to create an account to use some of our Services. You are responsible for safeguarding your account, so use a strong password and limit its use to this account. We cannot and will not be liable for any loss or damage arising from your failure to comply with the above.

You can control most communications from the Services. We may need to provide you with certain communications, such as service announcements and administrative messages. These communications are considered part of the Services and your account, and you may not be able to opt-out from receiving them. If you added your phone number to your account and you later change or deactivate that phone number, you must update your account information to help prevent us from communicating with anyone who acquires your old number.

## **Your license to use the services**

Twitter gives you a personal, worldwide, royalty-free, non-assignable and non-exclusive license to use the software provided to you as part of the Services. This license has the sole purpose of enabling you to use and enjoy the benefit of the Services as provided by Twitter, in the manner permitted by these Terms. The Services are protected by copyright, trademark, and other laws of both the United States and foreign countries. Nothing in the Terms gives you a right to use the Twitter name or any of the Twitter trademarks, logos, domain names, and other distinctive brand features. All right, title, and interest in and to the Services (excluding Content provided by users) are and will remain the exclusive property of Twitter and its licensors. Any feedback, comments, or suggestions you may provide regarding Twitter, or the Services is entirely voluntary and we will be free to use such feedback, comments or suggestions as we see fit and without any obligation to you.

## **Ending these terms**

You may end your legal agreement with Twitter at any time by deactivating your accounts and discontinuing your use of the Services. See <http://support.twitter.com/articles/15358-how-to-deactivate-your-account> (and for Periscope, <https://help.pscp.tv/customer/portal/articles/2460220>) for instructions on how to deactivate your account and the Privacy Policy for more information on what happens to your information.

We may suspend or terminate your account or cease providing you with all or part of the Services at any time for any or no reason, including, but not limited to, if we reasonably believe: (i) you have violated these Terms or the [Twitter Rules](#) or [Periscope Community Guidelines](#), (ii) you create risk or possible legal exposure for us; (iii) your account should be removed due to unlawful conduct, (iv) your account should be removed due to prolonged inactivity; or (v) our provision of the Services to you is no longer commercially viable. We will make reasonable efforts to notify you by the email address associated with your account or the next time you attempt to access your account, depending on the circumstances. In all such cases, the Terms shall terminate, including, without limitation, your license to use the Services, except that the following sections shall continue to apply: II, III, V, and VI. If you believe your account was terminated in error you can file an appeal following the steps found in our [Help Center](#) (<https://support.twitter.com/forms/general?subtopic=suspended>).



## 5. Limitations of liability

By using the Services you agree that Twitter, its parents, affiliates, related companies, officers, directors, employees, agents representatives, partners and licensors, liability is limited to the maximum extent permissible in your country of residence.

## 6. General

We may revise these Terms from time to time. The changes will not be retroactive, and the most current version of the Terms, which will always be at [twitter.com/tos](https://twitter.com/tos), will govern our relationship with you. Other than for changes addressing new functions or made for legal reasons, we will notify you 30 days in advance of making effective changes to these Terms that impact the rights or obligations of any party to these Terms, for example via a service notification or an email to the email associated with your account. By continuing to access or use the Services after those revisions become effective, you agree to be bound by the revised Terms.

In the event that any provision of these Terms is held to be invalid or unenforceable, then that provision will be limited or eliminated to the minimum extent necessary, and the remaining provisions of these Terms will remain in full force and effect. Twitter's failure to enforce any right or provision of these Terms will not be deemed a waiver of such right or provision.

These Terms are an agreement between you and Twitter International Company, an Irish company with its registered office at One Cumberland Place, Fenian Street Dublin 2, D02 AX07 Ireland. If you have any questions about these Terms, please contact [us](#).

[Archive of previous terms](#)





# Twitter privacy policy

We believe you should always know what data we collect from you and how we use it, and that you should have meaningful control over both. We want to empower you to make the best decisions about the information that you share with us. That's the basic purpose of this Privacy Policy.

You should read this policy in full, but here are a few key things we hope you take away from it:

- Twitter is public and Tweets are immediately viewable and searchable by anyone around the world. We give you non-public ways to communicate on Twitter too, through protected Tweets and Direct Messages. You can also use Twitter under a pseudonym if you prefer not to use your name.
- When you use Twitter, even if you're just looking at Tweets, we receive some personal information from you like the type of device you're using and your IP address. You can choose to share additional information with us like your email address, phone number, address book contacts, and a public profile. We use this information for things like keeping your account secure and showing you more relevant Tweets, people to follow, events, and ads.
- We give you control through your [settings](#) to limit the data we collect from you and how we use it, and to control things like account security, marketing preferences, apps that can access your account, and address book contacts you've uploaded to Twitter. You can also always [download](#) the information you have shared on Twitter.
- In addition to information you share with us, we use your Tweets, content you've read, Liked, or Retweeted, and other information to determine what topics you're interested in, your age, the languages you speak, and other signals to show you more relevant content. We give you [transparency](#) into that information, and you can modify or correct it at any time.
- If you have questions about this policy, how we collect or process your personal data, or anything else related to our privacy practices, we want to hear from you. You can [contact us](#) at any time.

# Information you share with us

We require certain information to provide our services to you. For example, you must have an account in order to upload or share content on Twitter. When you choose to share the information below with us, we collect and use it to operate our services.

## 1.1 Basic account information

You don't have to create an account to use some of our service features, such as searching and viewing public Twitter profiles or watching a broadcast on Periscope's website. If you do choose to create an account, you must provide us with some personal data so that we can provide our services to you. On Twitter this includes a display name (for example, "Twitter Moments"), a username (for example, @TwitterMoments), a password, and an email address or phone number. Your display name and username are always public, but you can use either your real name or a pseudonym. You can also create and manage multiple Twitter accounts, for example to express different parts of your identity.

## 1.2 Public information

Most activity on Twitter is public, including your profile information, [your time zone and language](#), when you created your account, and your Tweets and certain information about your Tweets like the date, time, and application and version of Twitter you Tweeted from. You also may choose to publish your location in your Tweets or your Twitter profile. The lists you create, people you follow and who follow you, and Tweets you Like or Retweet are also public. Periscope broadcasts you create, click on, or otherwise engage with, either on Periscope or on Twitter, are public along with when you took those actions. So are your hearts, comments, the number of hearts you've received, which accounts you are a Superfan of, and whether you watched a broadcast live or on replay. Any hearts, comments, or other content you contribute to another account's broadcast will remain part of that broadcast for as long as it remains on Periscope. Information posted about you by other people who use our services may also be public. For example, other people may tag you in a photo (if your settings allow) or mention you in a Tweet.

You are responsible for your Tweets and other information you provide through our services, and you should [think carefully about what you make public](#), especially if it is sensitive information. If you update your public information on Twitter, such as by deleting a Tweet or deactivating your account, we will reflect your updated content on Twitter.com, Twitter for iOS, and Twitter for Android.



In addition to providing your public information to the world directly on Twitter, [we also use technology like application programming interfaces \(APIs\)](#) and embeds to make that information available to websites, apps, and others for their use - for example, displaying Tweets on a news website or analyzing what people say on Twitter. We generally make this content available in limited quantities for free and charge licensing fees for large-scale access. We have [standard terms](#) that govern how this data can be used, and a compliance program to enforce these terms. But these individuals and companies are not affiliated with Twitter, and their offerings may not reflect updates you make on Twitter. For more information about how we make public data on Twitter available to the world, visit <https://developer.twitter.com>.

### 1.3 Contact information and address books

We use your contact information, such as your email address or phone number, to authenticate your account and keep it - and our services - secure, and to help prevent spam, fraud, and abuse. We also use contact information to personalize our services, enable certain account features (for example, for [login verification](#) or [Twitter via SMS](#)), and to send you information about our services. If you provide us with your phone number, you agree to receive text messages from Twitter to that number as your country's laws allow. Twitter also uses your contact information to market to you as your country's laws allow, and to help others find your account if your settings permit, including through third-party services and client applications. You can use your settings for [email](#) and [mobile notifications](#) to control notifications you receive from Twitter. You can also unsubscribe from a notification by following the instructions contained within the notification or [here](#).

You can choose to upload and sync your address book on Twitter so that we can help you find and connect with people you know and help others find and connect with you. We also use this information to better recommend content to you and others.

You can sign up for Periscope with an account from another service like Twitter, Google, or Facebook, or connect your Periscope account to these other services. If you do, we will use information from that service, including your email address, friends, or contacts list, to recommend other accounts or content to you or to recommend your account or content to others. You can control whether your Periscope account is discoverable by email through your [Periscope settings](#).

If you email us, we will keep the content of your message, your email address, and your contact information to respond to your request.

## 1.4 Direct messages and non-public communications

We provide certain features that let you communicate more privately or control who sees your content. For example, you can use [Direct Messages](#) to have non-public conversations on Twitter, [protect your Tweets](#), or host [private broadcasts](#) on Periscope. When you communicate with others by sending or receiving Direct Messages, we will store and process your communications and information related to them. This includes link scanning for malicious content, link shortening to <http://t.co> URLs, detection of spam and prohibited images, and review of reported issues. We also use information about whom you have communicated with and when (but not the content of those communications) to better understand the use of our services, to protect the safety and integrity of our platform, and to show more relevant content. We share the content of your Direct Messages with the people you've sent them to; we do not use them to serve you ads. Note that if you interact in a way that would ordinarily be public with Twitter content shared with you via Direct Message, for instance by liking a Tweet, those interactions will be public. When you use features like Direct Messages to communicate, remember that recipients have their own copy of your communications on Twitter - even if you delete your copy of those messages from your account - which they may duplicate, store, or re-share.

## 1.5 Payment information

You may provide us with payment information, including your credit or debit card number, card expiration date, CVV code, and billing address, in order to purchase advertising or other offerings provided as part of our services.

## 1.6 How you control the information you share with us

Your [Privacy and safety settings](#) let you decide:

- Whether your Tweets are publicly available on Twitter
- Whether others can tag you in a photo
- Whether you will be able to receive Direct Messages from anyone on Twitter or just your followers
- Whether others can find you based on your email or phone number
- Whether you upload your address book to Twitter for storage and use
- When and where you may see sensitive content on Twitter
- Whether you want to [block](#) or [mute](#) other Twitter accounts



# Additional information we receive about you

We receive certain information when you use our services or other websites or mobile applications that include our content, and from third parties including advertisers. Like the information you share with us, we use the data below to operate our services.

## 2.1 Location information

We require information about your signup and current location, which we get from signals such as your IP address or device settings, to securely and reliably set up and maintain your account and to provide our services to you.

Subject to your settings, we may collect, use, and store additional information [about your location](#) - such as your current precise position or places where you've previously used Twitter - to operate or personalize our services including with more relevant content like local trends, stories, ads, and suggestions for people to follow. Learn more about Twitter's use of location [here](#), and how to set your Twitter location preferences [here](#). Learn more about how to share your location in Periscope broadcasts [here](#).

## 2.2 Links

In order to operate our services, we keep track of how you interact with links across our services. This includes links in emails we send you and links in Tweets that appear on other websites or mobile applications.

If you click on an external link or ad on our services, that advertiser or website operator might figure out that you came from Twitter or Periscope, along with other information associated with the ad you clicked such as characteristics of the audience it was intended to reach. They may also collect other personal data from you, such as cookie identifiers or your IP address.

## 2.3 Cookies

A cookie is a small piece of data that is stored on your computer or mobile device. Like many websites, we use cookies and similar technologies to collect additional website usage data and to operate our services. Cookies are not required for many parts of our services such as searching and looking at public profiles. Although most web browsers automatically accept cookies, many browsers' settings can be set to decline cookies or alert you when a website is attempting to place a cookie on your computer. However, some of our



services may not function properly if you disable cookies. When your browser or device allows it, we use both session cookies and persistent cookies to better understand how you interact with our services, to monitor aggregate usage patterns, and to personalize and otherwise operate our services such as by providing account security, personalizing the content we show you including ads, and remembering your language preferences. We do not support the Do Not Track browser option. You can learn more about how we use cookies and similar technologies [here](#).

## 2.4 Log data

We receive information when you view content on or otherwise interact with our services, which we refer to as “Log Data,” even if you have not created an account. For example, when you visit our websites, sign into our services, interact with our email notifications, use your account to authenticate to a third-party service, or visit a third-party service that includes Twitter content, we may receive information about you. This Log Data includes information such as your IP address, browser type, operating system, the referring web page, pages visited, location, your mobile carrier, device information (including device and application IDs), search terms, and cookie information. We also receive Log Data when you click on, view, or interact with links on our services, including when you install another application through Twitter. We use Log Data to operate our services and ensure their secure, reliable, and robust performance. For example, we use Log Data to protect the security of accounts and to determine what content is popular on our services. We also use this data to improve the content we show you, including ads.

[We use information you provide to us and data we receive, including Log Data and data from third parties](#), to make inferences like what topics you may be interested in, how old you are, and what languages you speak. This helps us better design our services for you and personalize the content we show you, including ads.

## 2.5 Twitter for web data

When you view our content on [third-party websites](#) that integrate Twitter content such as embedded timelines or Tweet buttons, we may receive Log Data that includes the web page you visited. We use this information to better understand the use of our services, to protect the safety and integrity of our platform, and to show more relevant content, including ads. We do not associate this web browsing history with your name, email address, phone number, or username, and we delete, obfuscate, or aggregate it after no longer than 30 days. We do not collect this data from browsers that we believe to be located in the European Union or EFTA States.

## 2.6 Advertisers and other ad partners

Advertising revenue allows us to support and improve our services. We use the information described in this Privacy Policy to help make our advertising more relevant to you, to measure its effectiveness, and to help recognize your devices to serve you ads on and off of Twitter. Our ad partners and affiliates [share information with us such as browser cookie IDs, mobile device IDs, hashed email addresses, demographic or interest data, and content viewed or actions taken on a website or app](#). Some of our ad partners, particularly our advertisers, also enable us to collect similar information directly from their website or app by integrating our advertising technology.

Twitter adheres to the Digital Advertising Alliance Self-Regulatory Principles for Online Behavioral Advertising (also referred to as “interest-based advertising”) and respects the DAA’s consumer choice tool for you to opt out of interest-based advertising at <https://optout.aboutads.info>. In addition, our ads policies prohibit advertisers from targeting ads based on [categories](#) that we consider sensitive or are prohibited by law, such as race, religion, politics, sex life, or health. Learn more about your privacy options for interest-based ads [here](#) and about how ads work on our services [here](#).

If you are an advertiser or a prospective advertiser, we process your personal data to help offer and provide our advertising services. You can update your data in your Twitter Ads dashboard or by contacting us directly as described in this Privacy Policy.

## 2.7 Developers

[If you access our APIs or developer portal](#), we process your personal data to help provide our services. You can update your data by contacting us directly as described in this Privacy Policy.

## 2.8 Other third parties and affiliates

We may receive information about you from third parties who are not our ad partners, such as others on Twitter, partners who help us evaluate the safety and quality of content on our platform, our [corporate affiliates](#), and other services you link to your Twitter account.

You may choose to connect your Twitter account to accounts on another service, and that other service may send us information about your account on that service. We use the information we receive to provide you features like cross-posting or cross-service authentication, and to operate our services. For integrations that Twitter formally supports, you may revoke this permission at any time from your application settings; for other integrations, please visit the other service you have connected to Twitter.

## 2.9 Personalizing across your devices

When you log into Twitter on a browser or device, we will associate that browser or device with your account for purposes such as authentication, security, and personalization. Subject to your settings, we may also associate your account with browsers or devices other than those you use to log into Twitter (or associate your logged-out device or browser with other browsers or devices). We do this to operate and [personalize our services](#). For example, if you visit websites with sports content on your laptop, we may show you sports-related ads on Twitter for Android.

## 2.10 How you control additional information we receive

Your Twitter [Personalization and data settings](#) let [you decide](#):

- Whether we show you interest-based ads on and off Twitter
- How we personalize your experience across devices
- Whether we collect and use your precise location
- Whether we personalize your experience based on where you've been
- Whether we keep track of the websites where you see Twitter content

You can use [Your Twitter data](#) to review:

- Advertisers who have included you in tailored audiences to serve you ads
- Demographic and interest data about your account from our ads partners
- Information that Twitter has inferred about you such as your age range, gender, languages, and interests

We also provide a version of these tools on Twitter if you don't have a Twitter account, or if you're logged out of your account. This lets you see the data and settings for the logged out browser or device you are using, separate from any Twitter account that uses that browser or device. On Periscope, you can control whether we personalize your experience based on your watch history through your [settings](#).



# Information we share and disclose

As noted above, Twitter is designed to broadly and instantly disseminate information you share publicly through our services. In the limited circumstances where we disclose your private personal data, we do so subject to your control, because it's necessary to operate our services, or because it's required by law.

## 3.1 Sharing you control

We share or disclose your personal data with your consent or at your direction, such as when you [authorize a third-party web client or application](#) to access your account or when you direct us to share your feedback with a business. If you've shared information like Direct Messages or protected Tweets with someone else who accesses Twitter through a third-party service, keep in mind that the information may be shared with the third-party service.

Subject to your settings, we also provide certain third parties with personal data to help us offer or operate our services. For example, we share with advertisers the identifiers of devices that saw their ads, to enable them to measure the effectiveness of our advertising business. [We also share device identifiers, along with the interests or other characteristics of a device or the person using it, to help partners decide whether to serve an ad to that device or to enable them to conduct marketing, brand analysis, interest-based advertising, or similar activities.](#) You can learn more about these partnerships in our [Help Center](#), and you can control whether Twitter shares your personal data in this way by using the "Share your data with Twitter's business partners" option in your [Personalization and Data settings](#). (This setting does not control sharing described elsewhere in our Privacy Policy, such as when we share data with our service providers.) The information we share with these partners does not include your name, email address, phone number, or Twitter username, but some of these partnerships allow the information we share to be linked to other personal information if the partner gets your consent first.

## 3.2 Service providers

We engage service providers to perform functions and provide services to us in the United States, Ireland, and other countries. For example, we use a variety of third-party services to help operate our services, such as hosting our various blogs and wikis, and to help us understand the use of our services, such as Google Analytics. We may share your private personal data with such service

providers subject to obligations consistent with this Privacy Policy and any other appropriate confidentiality and security measures, and on the condition that the third parties use your private personal data only on our behalf and pursuant to our instructions. We share your payment information with payment services providers to process payments; prevent, detect, and investigate fraud or other prohibited activities; facilitate dispute resolution such as chargebacks or refunds; and for other purposes associated with the acceptance of credit and debit cards.

### **3.3 Law, harm, and the public interest**

Notwithstanding anything to the contrary in this Privacy Policy or controls we may otherwise offer to you, we may preserve, use, or disclose your personal data if we believe that it is reasonably necessary to comply with a law, regulation, [legal process, or governmental request](#); to protect the safety of any person; to protect the safety or integrity of our platform, including to help prevent spam, abuse, or malicious actors on our services, or to explain why we have removed content or accounts from our services; to address fraud, security, or technical issues; or to protect our rights or property or the rights or property of those who use our services. However, nothing in this Privacy Policy is intended to limit any legal defenses or objections that you may have to a third party's, including a government's, request to disclose your personal data.

### **3.4 Affiliates and change of ownership**

In the event that we are involved in a bankruptcy, merger, acquisition, reorganization, or sale of assets, your personal data may be sold or transferred as part of that transaction. This Privacy Policy will apply to your personal data as transferred to the new entity. We may also disclose personal data about you to our [corporate affiliates](#) in order to help operate our services and our affiliates' services, including the delivery of ads.

### **3.5 Non-personal information**

We share or disclose non-personal data, such as aggregated information like the total number of times people engaged with a Tweet, the number of people who clicked on a particular link or voted on a poll in a Tweet (even if only one did), the topics that people are Tweeting about in a particular location, or reports to advertisers about how many people saw or clicked on their ads.



# Managing your personal information with us

You control the personal data you share with us. You can access or rectify this data at any time. You can also deactivate your account. We also provide you tools to object, restrict, or withdraw consent where applicable for the use of data you have provided to Twitter. And we make the data you shared through our services portable and provide easy ways for you to contact us.

## 4.1 Accessing or rectifying your personal data

If you have registered an account on Twitter, we provide you with tools and [account settings](#) to access, correct, delete, or modify the personal data you provided to us and associated with your account. You can download certain account information, including your Tweets, by following the instructions [here](#). On Periscope, you can request correction, deletion, or modification of your personal data, and download your account information, by following the instructions [here](#). You can learn more about the interests we have inferred about you in [Your Twitter Data](#) and request access to additional information [here](#).

## 4.2 Deletion

We keep Log Data for a maximum of 18 months. If you follow the instructions [here](#) (or for Periscope [here](#)), your account will be deactivated and then deleted. When deactivated, your Twitter account, including your display name, username, and public profile, will no longer be viewable on Twitter.com, Twitter for iOS, and Twitter for Android. For up to 30 days after deactivation it is still possible to restore your Twitter account if it was accidentally or wrongfully deactivated.

Keep in mind that search engines and other third parties may still retain copies of your public information, like your profile information and public Tweets, even after you have deleted the information from our services or deactivated your account. Learn more [here](#).

## 4.3 Object, restrict, or withdraw consent

When you are logged into your Twitter account, you can manage your privacy settings and other account features [here](#) at any time.

## 4.4 Portability

Twitter provides you a means to download the information you have shared through our services by following the steps [here](#). Periscope provides you a means to download the information you have shared through our services by following the steps [here](#).

## 4.5 Additional information or assistance

Thoughts or questions about this Privacy Policy? Please let us know by contacting us [here](#) or writing to us at the appropriate address below.

If you live in the United States, the data controller responsible for your personal data is Twitter, Inc. with an address of:

Twitter, Inc.  
Attn: Privacy Policy Inquiry  
1355 Market Street, Suite 900  
San Francisco, CA 94103

If you live outside the United States, the data controller is Twitter International Company, with an address of:

Twitter International Company  
Attn: Data Protection Officer  
One Cumberland Place, Fenian Street  
Dublin 2, D02 AX07 IRELAND

If you are located in the European Union or EFTA States, you can confidentially contact Twitter's Data Protection Officer [here](#). If you wish to raise a concern about our use of your information (and without prejudice to any other rights you may have), you have the right to do so with your local supervisory authority or Twitter International Company's lead supervisory authority, the Irish Data Protection Commission. You can find their contact details [here](#).

## Children and our services

Our services are not directed to children, and you may not use our services if you are under the age of 13. You must also be old enough to consent to the processing of your personal data in your country (in some countries we may allow your parent or guardian to do so on your behalf). You must be at least 16 years of age to use Periscope.

## Our global operations and privacy shield

To bring you our services, we operate globally. Where the laws of your country allow you to do so, you authorize us to transfer, store, and use your data in the United States, Ireland, and any other country where we operate. In some of the countries to which we transfer personal data, the privacy and data protection laws and rules regarding when government authorities may access data may vary from those of your country. Learn more about our global operations and data transfer [here](#).

When we transfer personal data outside of the European Union or EFTA States, we ensure an adequate level of protection for the rights of data subjects based on the adequacy of the receiving country's data protection laws, contractual obligations placed on the recipient of the data (model clauses may be requested by inquiry as described below), or EU-US and Swiss-US Privacy Shield principles.

Twitter, Inc. complies with the EU-US and Swiss-US Privacy Shield principles (the "Principles") regarding the collection, use, sharing, and retention of personal data from the European Union and Switzerland, as described in our [EU-US Privacy Shield certification and Swiss-US Privacy Shield certification](#).

If you have a Privacy Shield-related complaint, please contact us [here](#). As part of our participation in Privacy Shield, if you have a dispute with us about our adherence to the Principles, we will seek to resolve it through our internal complaint resolution process, alternatively through the independent dispute resolution body [JAMS](#), and under certain conditions, through the [Privacy Shield arbitration process](#).

Privacy Shield participants are subject to the investigatory and enforcement powers of the US Federal Trade Commission and other authorized statutory bodies. Under certain circumstances, participants may be liable for the transfer of personal data from the EU or Switzerland to third parties outside the EU and Switzerland. Learn more about the EU-US Privacy Shield and Swiss-US Privacy Shield [here](#).

## Changes to this privacy policy

We may revise this Privacy Policy from time to time. The most current version of the policy will govern our processing of your personal data and will always be at



<https://twitter.com/privacy>. If we make a change to this policy that, in our sole discretion, is material, we will notify you via an @Twitter update or email to the email address associated with your account. By continuing to access or use the Services after those changes become effective, you agree to be bound by the revised Privacy Policy.

Effective: May 25, 2018

[Archive of Previous Privacy Policies](#)





# The Twitter Rules

We believe that everyone should have the power to create and share ideas and information instantly, without barriers. In order to protect the experience and safety of people who use Twitter, there are some limitations on the type of content and behavior that we allow. These limitations are set forth in the Twitter Rules below.

The Twitter Rules (along with all incorporated policies), [Privacy Policy](#), and [Terms of Service](#) collectively make up the “Twitter User Agreement” that governs a user’s access to and use of Twitter’s services.

All individuals accessing or using Twitter’s services must adhere to the policies set forth in the Twitter Rules. Failure to do so may result in Twitter taking one or more of the following enforcement actions:

- requiring you to delete prohibited content before you can again create new posts and interact with other Twitter users;
- temporarily limiting your ability to create posts or interact with other Twitter users;
- asking you to verify account ownership with a phone number or email address; or
- permanently suspending your account(s).

If you attempt to evade a permanent suspension by creating new accounts, we will suspend your new accounts.

Please note that we may need to change these Rules from time to time and reserve the right to do so. The most current version is always available at: <https://twitter.com/rules>.

The policies set forth in these Twitter Rules govern organic content on our platform. To learn more about the rules which govern ads and promoted content, please review our [Ads policies](#).

## Content boundaries and use of twitter

### Intellectual property

Trademark: We reserve the right to suspend accounts or take other appropriate

action when someone's brand or trademark, including business name and/or logo, is used in a manner that may mislead or confuse others about your brand affiliation. Read more about our [trademark policy and how to report a violation](#).

Copyright: We will respond to clear and complete notices of alleged copyright infringement. Our copyright procedures are set forth in our [Terms of Service](#). Read more about our [copyright policy](#).

## **Graphic violence and adult content**

We consider graphic violence to be any form of gory media related to death, serious injury, violence, or surgical procedures. We consider adult content to be any media that is pornographic and/or may be intended to cause sexual arousal. Learn more about our [media policy](#).

Twitter allows some forms of graphic violence and/or adult content in Tweets marked as containing sensitive media. However, you may not use such content in your profile or header images. Additionally, Twitter may sometimes require you to remove excessively graphic violence out of respect for the deceased and their families if we receive a request from their family or an authorized representative. Learn more about [how to make such a request](#), and [how to mark your media as sensitive](#).

## **Unlawful use**

You may not use our service for any unlawful purposes or in furtherance of illegal activities. By using Twitter, you agree to comply with all applicable laws governing your online conduct and content.

## **Trends**

At times, we may prevent certain content from trending. This includes content that violates the Twitter Rules, as well as content that may attempt to manipulate trends. Read more about [what we allow and do not allow to trend](#).

## **Third-party advertising in video content**

You may not submit, post, or display any video content on or through our services that includes third-party advertising, such as pre-roll video ads or sponsorship graphics, without our prior consent.

## **Misuse of Twitter badges**

You may not use badges, including but not limited to the "promoted" or "verified" Twitter badges, unless provided by Twitter. Accounts using unauthorized badges as part of their profile photos, header photos, display names, or in any way that falsely implies affiliation with Twitter or authorization from Twitter to display these badges, may be suspended.

## Misuse of usernames

Selling usernames: You may not buy or sell Twitter usernames.

Username squatting: You may not engage in username squatting. Some of the factors we take into consideration when determining whether conduct is username squatting include:

- the number of accounts created;
- the creation of accounts for the purpose of preventing others from using those account names;
- the creation of accounts for the purpose of selling those accounts; and
- the use of third-party content feeds to update and maintain accounts under the names of those third parties.

Please note that Twitter may also remove accounts that are inactive for more than six months. Learn more about [username squatting](#).

## Abusive behavior

We believe in freedom of expression and open dialogue, but that means little as an underlying philosophy if voices are silenced because people are afraid to speak up. In order to ensure that people feel safe expressing diverse opinions and beliefs, we prohibit behavior that crosses the line into abuse, including behavior that harasses, intimidates, or uses fear to silence another user's voice.

Context matters when evaluating for abusive behavior and determining appropriate enforcement actions. Factors we may take into consideration include, but are not limited to whether:

- the behavior is targeted at an individual or group of people;
- the report has been filed by the target of the abuse or a bystander;
- the behavior is newsworthy and in the legitimate public interest.

## Violence and physical harm

Violence: You may not make specific threats of violence or wish for the serious physical harm, death, or disease of an individual or group of people. This includes, but is not limited to, threatening or promoting terrorism. You also may not affiliate with organizations that — whether by their own statements or activity both on and off the platform — use or promote violence against civilians to further their causes.

Suicide or self-harm: You may not promote or encourage suicide or self-harm. When we receive reports that a person is threatening suicide or self-harm, we may take a number of steps to assist them, such as reaching out to that person and providing resources such as contact information for our mental health partners.



Child sexual exploitation: You may not promote child sexual exploitation. Learn more about our zero-tolerance [child sexual exploitation policy](#).

## **Abuse and hateful conduct**

Abuse: You may not engage in the targeted harassment of someone, or incite other people to do so. We consider abusive behavior an attempt to harass, intimidate, or silence someone else's voice.

Unwanted sexual advances: You may not direct abuse at someone by sending unwanted sexual content, objectifying them in a sexually explicit manner, or otherwise engaging in sexual misconduct.

Hateful conduct: You may not promote violence against, threaten, or harass other people on the basis of race, ethnicity, national origin, sexual orientation, gender, gender identity, religious affiliation, age, disability, or serious disease. Read more about our [hateful conduct policy](#).

Hateful imagery and display names: You may not use hateful images or symbols in your profile image or profile header. You also may not use your username, display name, or profile bio to engage in abusive behavior, such as targeted harassment or expressing hate towards a person, group, or protected category.

## **Private information and intimate media**

Private information: You may not publish or post other people's private information without their express authorization and permission. Definitions of private information may vary depending on local laws. Read more about our [private information policy](#).

Intimate media: You may not post or share intimate photos or videos of someone that were produced or distributed without their consent. Read more about intimate media on Twitter.

Threats to expose / hack: You may not threaten to expose someone's private information or intimate media. You also may not threaten to hack or break into someone's digital information.

## **Impersonation**

You may not impersonate individuals, groups, or organizations in a manner that is intended to or does mislead, confuse, or deceive others. While you may maintain parody, fan, commentary, or newsfeed accounts, you may not do so if the intent of the account is to engage in spamming or abusive behavior. Read more about our [impersonation policy](#).

## **Spam and security**

We strive to protect people on Twitter from technical abuse and spam.



To promote a stable and secure environment on Twitter, you may not do, or attempt to do, any of the following while accessing or using Twitter:

- Access, tamper with, or use non-public areas of Twitter, Twitter's computer systems, or the technical delivery systems of Twitter's providers (except as expressly permitted by the Twitter Bug Bounty program).
- Probe, scan, or test the vulnerability of any system or network, or breach or circumvent any security or authentication measures (except as expressly permitted by the Twitter Bug Bounty program).
- Access or search, or attempt to access or search, Twitter by any means (automated or otherwise) other than through our currently available, published interfaces that are provided by Twitter (and only pursuant to the applicable terms and conditions), unless you have been specifically allowed to do so in a separate agreement with Twitter. Note that crawling Twitter is permissible if done in accordance with the provisions of the robots.txt file; however, scraping Twitter without our prior consent is expressly prohibited.
- Forge any TCP/IP packet header or any part of the header information in any email or posting, or in any way use Twitter to send altered, deceptive, or false source-identifying information.
- Interfere with or disrupt the access of any user, host or network, including, without limitation, sending a virus, overloading, flooding, spamming, mail-bombing Twitter's services, or by scripting the creation of content in such a manner as to interfere with or create an undue burden on Twitter.

Any accounts engaging in the following activities may be temporarily locked or subject to permanent suspension:

- **Malware/Phishing:** You may not publish or link to malicious content intended to damage or disrupt another person's browser or computer or to compromise a person's privacy.
- **Spam:** You may not use Twitter's services for the purpose of spamming anyone. Spam is generally defined on Twitter as bulk or aggressive activity that attempts to manipulate or disrupt Twitter or the experience of users on Twitter to drive traffic or attention to unrelated accounts, products, services, or initiatives. Some of the factors that we take into account when determining what conduct is considered to be spamming include:
  1. if you have followed and/or unfollowed a large number of accounts in a short time period, particularly by automated means (aggressive following or follower churn);
  2. if your Tweets or Direct Messages consist mainly of links shared without commentary;
  3. if a large number of people have blocked you in response to high volumes of untargeted, unsolicited, or duplicative content or engagements from your account;

4. if a large number of spam complaints have been filed against you;
5. if you post duplicative or substantially similar content, replies, or mentions over multiple accounts or multiple duplicate updates on one account, or create duplicate or substantially similar accounts;
6. if you post multiple updates to a trending or popular topic with an intent to subvert or manipulate the topic to drive traffic or attention to unrelated accounts, products, services, or initiatives;
7. if you send large numbers of unsolicited replies or mentions;
8. if you add users to lists in a bulk or aggressive manner;
9. if you are randomly or aggressively engaging with Tweets (e.g., likes, Retweets, etc.) or users (e.g., following, adding to lists or Moments, etc.) to drive traffic or attention to unrelated accounts, products, services, or initiatives;
10. if you repeatedly post other people's account information as your own (e.g., bio, Tweets, profile URL, etc.);
11. if you post misleading, deceptive, or malicious links (e.g., affiliate links, links to malware/clickjacking pages, etc.);
12. if you create fake accounts, account interactions, or impressions;
13. if you sell, purchase, or attempt to artificially inflate account interactions (such as followers, Retweets, likes, etc.); and
14. if you use or promote third-party services or apps that claim to get you more followers, Retweets, or likes (such as follower trains, sites promising "more followers fast", or any other site that offers to automatically add followers or engagements to your account or Tweets).

Please see our support articles on [following rules and best practices](#) and [automation rules and best practices](#) for more detailed information about how the Rules apply to those particular account behaviors. Accounts created to replace suspended accounts may be permanently suspended.

## Content Visibility

Accounts under investigation or which have been detected as sharing content in violation of these Rules may have their account or Tweet visibility limited in various parts of Twitter, including search. To learn more about situations in which content may be restricted on Twitter, please see our support article on [search rules and restrictions](#).

# **Exhibit B**

**Devin Nunes** ✓

@DevinNunes

RTs do not equal endorsement. This is my personal Twitter account. If you have questions about my official activities please visit my website.

[nunes.house.gov](https://nunes.house.gov)

Joined July 2009

155 Photos and videos

Tweets  
**2,100**Following  
**620**Followers  
**464K**Likes  
**56**

Follow

Tweets

Tweets &amp; replies

Media



**Devin Nunes** ✓ @DevinNunes · 16h  
Looks like @horowitz39 has been X again.

Tweets

Tweets &amp; replies

Media

Like

Pinned Tweet

**David Horowitz** @horowitz39 · 21h

This Tweet may include sensitive content.

**David Horowitz** @horowitz39 · 1m

This Tweet may include sensitive content.

**David Horowitz** @horowitz39 · 2m

620

711

1.3K



**Devin Nunes** ✓ @DevinNunes · 17h  
Well said...

**Brit Hume** ✓ @brithume

The great Trump/Russia conspiracy issue has now devolved into squabbling over:

1. A tiny redacted sliver of the Mueller report. 2. The form of AG Barr's House testimony. 3. The difference between "spying" and "surveillance." The silly...

560

4.8K

14K

Devin Nunes Retweeted

**Buck Sexton** ✓ @BuckSexton · May 7

The FBI wasn't "Spying" on Martin Luther King, you see. They were just engaged



Which is weird though, because here NPR referred to that as "Spying"

248 5.8K 13K



**Devin Nunes** @DevinNunes · May 6

Truth will set you free...



**National Review** @NRO

The FBI's Trump-Russia Investigation Was Formally Opened on False Pretenses [bit.ly/2DT0Jha](https://bit.ly/2DT0Jha) via @AndrewCMcCarthy

3.2K 8.9K 22K



**Devin Nunes** @DevinNunes · May 5

• • Super Spies: Robert Mueller report cites Trump-Russia election conspiracy stories in media - [@RoScarborough](#)

823 3.7K 7.5K



**Devin Nunes** @DevinNunes · May 3

Coming up shortly on [@seanhannity](#) to discuss [#muellerdossier](#)

1.0K 2.9K 9.2K

Devin Nunes Retweeted



**Mollie** @MZHemingway · May 3

Replying to @MattWolking @nytimes

Like the "Cloaked Investigator Who Wasn't Cloaked In A Warm Enough Jacket And So Came In From The Cold"?

118 353 1.7K

Devin Nunes Retweeted



**Kimberley Strassel** @KimStrassel · May 2

The attacks aren't about the special counsel. They are about the fear over what Barr will expose.

[wsj.com/articles/for-f...](https://www.wsj.com/articles/for-f...) via @WSJ

2.7K 17K 45K



**Devin Nunes** @DevinNunes · May 2

Ukrainian embassy confirms DNC contractor solicited Trump dirt in 2016... Wait didn't the left/media tell us we should never get dirt from Foreign Governments?

3.2K 16K 34K



**Devin Nunes** @DevinNunes · May 1

Perhaps the best @ChuckGrassley clip of all time... [twitter.com/faithandfootba...](https://twitter.com/faithandfootba...)

This Tweet is unavailable.

6.5K 27K 77K

Devin Nunes Retweeted

designed to attack the Attorney General right before his Hill testimony and provided ZERO evidence of any impropriety at all. Mueller will be judged harshly by history.

530 3.7K 12K



**Devin Nunes** @DevinNunes · May 1

Looks like this article is being ~~X~~ [realclimatescience.com/2019/05/michael-mueller/](https://realclimatescience.com/2019/05/michael-mueller/)

1.0K 791 1.7K

Devin Nunes Retweeted



**John Bolton** @AmbJohnBolton · Apr 30

La unica ruta al alivio de sanciones para individuos y entidades alineados con el régimen ilegítimo de Maduro es a través aceptando la oferta generosa de amnistía del Presidente Interino Guaidó y apoyando los líderes elegidos democráticamente de la Asamblea Nacional.

Declaración del Tesoro sobre la restauración de la democracia venezolana  
Washington, D.C. El Departamento del Tesoro anunció hoy la restauración de la democracia venezolana, un primer paso para la recuperación de la economía y la estabilidad del país. El Departamento del Tesoro anunció hoy la restauración de la democracia venezolana, un primer paso para la recuperación de la economía y la estabilidad del país.

**Treasury Department** @USTreasury

Declaración del Tesoro sobre la restauración de la democracia venezolana

244 3.5K 4.4K



**Devin Nunes** @DevinNunes · Apr 30

Anyone know this dude? Was following me today.



10K 11K 11K



**Devin Nunes** @DevinNunes · Apr 30

Must read

**Bill McGurn** @wjmcgurn





Home



Moments

Search Twitter

Have an account? **Log in**[wsj.com/articles/when-...](https://www.wsj.com/articles/when-...)

808



4.9K

12K



Devin Nunes Retweeted

**WW** @wwesternj · Apr 26

WESTERN: Salmon are back in the San Joaquin, but what did it cost us?



117



233

528

**Devin Nunes** @DevinNunes · Apr 26

Green Leftists take over California. Congratulations America you just spent \$178 Million per fish and flushed millions of gallons of precious water out to the Pacific Ocean.



4.0K



6.0K

11K

**Devin Nunes** @DevinNunes · Apr 23

More Fakenews in the #MuellerDossier by @ByronYork Can we get our 30M back?

**Byron York**

@ByronYork

Remember when Trump 'gutted' the GOP platform to please Putin? That was the story, at least. Totally wrong, totally debunked, totally BS. But a former Trump staffer is still paying the price for it. [ow.ly/bOYY50rnqDk](https://ow.ly/bOYY50rnqDk)



Home



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Have an account? **Log in****Devin Nunes** @DevinNunes · Apr 22

Byron York: For some Dems, breaking up with dossier is hard to do @ByronYork



1.9K



7.4K

25K

**Devin Nunes** @DevinNunes · Apr 20

Victor Davis Hanson: Mueller Probe Could Backfire on Those Who Fabricated Russia-Collusion Narrative - YouTube



3.1K



12K

37K

## New to Twitter?

Sign up now to get your own personalized timeline!

[Sign up](#)

## You may also like

[Refresh](#)**Rep. Jim Jor..**  
@Jim\_Jordan**Rep. Matt G...**  
@RepMattG...**Mark Mead...**  
@RepMark...

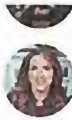


Home



Moments

Search Twitter

Have an account? **Log in** ▾

**Sara A. Cart...**  
@SaraCarter...

## Worldwide trends

**#ThursdayThoughts**

60.6K Tweets

**Chris Hughes**

14.8K Tweets

**#ImOkayReallyMeans**

2,437 Tweets

**#ThursdayMotivation**

30.5K Tweets

**#PutinsGOP**

76.8K Tweets

**#foreverbuffs**

**ProJared**

136K Tweets

**JonTron**

18.9K Tweets

**Red Socks**

The Trump administration  
opens up the White House to  
the 'Red Socks'

**Heidi**

22.4K Tweets

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Ads info



# **Exhibit C**



Tweets 160 Following 15 Followers 32.6K

Follow

Rep. Devin Nunes

@RepDevinNunes

Washington, DC

nunes.house.gov

Joined July 2011

98 Photos and videos



Tweets Tweets & replies Media



Rep. Devin Nunes @RepDevinNunes · Apr 18  
My statement on the Mueller report

Nunes Statement on Mueller Report  
republicans-intelligence.house.gov

90 52 135



Rep. Devin Nunes @RepDevinNunes · Apr 15  
As a result of the #TaxCuts and #Jobs Act, more than 6 million Americans are now enjoying new bonuses, better jobs, and bigger paychecks. #Armageddon #YouKeepMore #TaxDay

63 92 303



Rep. Devin Nunes @RepDevinNunes · Apr 2



101 135 186



Rep. Devin Nunes @RepDevinNunes · Mar 29  
Tax reform is no "sugar high." Great Op-Ed written by Rep. Kevin Brady and Laurence Lindsey



Home



Moments

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Have an account? **Log in** ▾

52



30

84

**Rep. Devin Nunes** @RepDevinNunes · Mar 27 ▾

#SinceGOPTaxCuts real GDP grew by 3.1 percent over the four quarters of 2018 - the fastest growth since 2005 #TheMoreYouKnow



831



702

2.2K

**Rep. Devin Nunes** @RepDevinNunes · Mar 13 ▾

Good column on the many benefits of #TaxReform.



318



62

140

**Rep. Devin Nunes** @RepDevinNunes · 31 Jul 2018 ▾

"Over the next three years, [California] schools may need to use well over half of all the new money they're projected to receive to cover their growing pension obligations."



723



194

350



Home

Moments

Search Twitter

Have an account? [Log in](#)memos: [ow.ly/uxRd30jAinV](https://ow.ly/uxRd30jAinV)

1.2K



272

555

**Rep. Devin Nunes** @RepDevinNunes · 24 Feb 2018For the Intel Committee majority's rebuttal to the Dem memo, see the links here: [ow.ly/ADYC30iB6XF](https://ow.ly/ADYC30iB6XF)

711



308

581

**Rep. Devin Nunes** @RepDevinNunes · 16 Feb 2018My statement on the Russia indictments: [ow.ly/f0KY30isbAg](https://ow.ly/f0KY30isbAg)

476



183

470

**Rep. Devin Nunes** @RepDevinNunes · 31 Jan 2018My statement on FBI/DOJ objections to the public release of our memo: [ow.ly/aUk430i7yKh](https://ow.ly/aUk430i7yKh)

2.1K



1.7K

3.1K

**Rep. Devin Nunes** @RepDevinNunes · 19 Jan 2018Thank you @realDonaldTrump for signing vital anti-terrorism tool, with increased privacy protections, used for tracking foreign terrorists and thwarting attacks on Americans. [ow.ly/zgMx30hTkMR](https://ow.ly/zgMx30hTkMR)

886



544

1.3K

**Rep. Devin Nunes** @RepDevinNunes · 3 Jan 2018My statement on DOJ's agreement to comply with the Intel Committee's request for documents and witnesses: [ow.ly/x6Jz30hztzW](https://ow.ly/x6Jz30hztzW)

641



207

536

**Rep. Devin Nunes** @RepDevinNunes · 30 Dec 2017My statement on anti-gov't protests in Iran: [ow.ly/BMGj30hv5ke](https://ow.ly/BMGj30hv5ke)

185



71

253

**Rep. Devin Nunes** @RepDevinNunes · 14 Jul 2017

Thank you @RepDavidValadao for sending this excellent gift: smelt-themed cupcakes.





 Home Moments

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Have an account? **Log in** ▾

343

37

183

**Rep. Devin Nunes** @RepDevinNunes · 12 Jul 2017 ▾

Video of my remarks on the House floor supporting the CA water bill passed by the House today:

137

37

147

**Rep. Devin Nunes** @RepDevinNunes · 19 Jun 2017 ▾I'll be on the @RayAppletonKMJ show on @KMJNOW at noon PST. Listen live here: [kmjnow.com](http://kmjnow.com)

111

18

75

**Rep. Devin Nunes** @RepDevinNunes · 16 Jun 2017 ▾

In the Balkans, more Russian aggression against NATO:

111

45

84

**Rep. Devin Nunes** @RepDevinNunes · 8 Jun 2017 ▾

Romanian President awarded me the Order of the Star of Romania - a big honor from a country that's a bulwark against Russian aggression.



 137    83    307



**Rep. Devin Nunes** @RepDevinNunes · 2 Jun 2017

For a sharp contrast to recent spin from Democrats and their media stenographers, listen here:

 132    71    155

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**Kevin McCa...**  
@GOPLeader



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## Worldwide trends

**#GhostRecon** World Premiere @ 11:30  
AM PT! Promoted by Ghost  
Recon**#ThursdayMotivation**

27.1K Tweets

**Chris Hughes**

10.8K Tweets

**#PutinsGOP**

62.8K Tweets

**#ImOkayReallyMeans**

1,783 Tweets

**#thursdaymorning**

8,497 Tweets

**#ThankfulThursday**

2,173 Tweets

**ProJared**

119K Tweets

**JonTron**

15.9K Tweets

**Heidi**

21.2K Tweets

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## **Exhibit 2**



VIRGINIA:

IN THE CIRCUIT COURT FOR THE COUNTY OF HENRICO

DEVIN G. NUNES,

Plaintiff,

v.

TWITTER, INC., *et al.*,

Defendants.

)  
)  
)  
)  
)  
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)

Case No.: CL19-1715-00

**DECLARATION OF JOHN STARR**

Pursuant to 28 U.S.C. § 1746, John Starr declares and states as follows:

1. My name is John Starr and I am currently employed as Director, Trust & Safety at Twitter, Inc. ("Twitter"), a putatively named defendant that is specially appearing in the above-captioned action. I work at Twitter's San Francisco, California headquarters.

2. I provide this declaration in support of Twitter's motion to dismiss, and do so without waiver of any of Twitter's defenses to or immunities from this action, including but not limited to lack of personal jurisdiction, non-compliance with the applicable forum selection clause, and forum non conveniens.

3. I submit this declaration based upon my personal knowledge of the corporate structure of Twitter and the locations of Twitter's business operations.

4. While my understanding is that neither party has identified the witnesses that would likely be called to testify in this case if it were not terminated by an early dispositive motion, Twitter expects, based on the Plaintiff's allegations, that the relevant Twitter employees who might be asked to provide testimony in this case would be employees who are based at Twitter's headquarters in San Francisco, California, and that all documents and evidence that are in Twitter's possession, custody or control that are related to the claims in this case are located at or accessible from Twitter's San Francisco headquarters.

5. Twitter's corporate headquarters is located at 1355 Market Street in San Francisco, California. Most members of Twitter's senior management work in this office. Decisions related to Twitter's overall business are made in San Francisco, California.

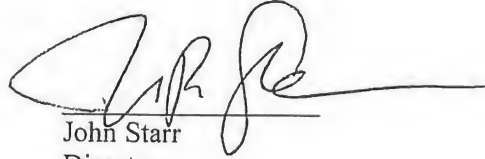
6. Twitter has Rules that place limitations on the type of content and behavior that it allows. Twitter's Trust & Safety Department is the department within Twitter that is responsible for deciding what categories of content should be barred by the Twitter Rules, for formulating general policies and strategies regarding how Twitter will enforce those rules, for setting Twitter policies regarding the opening and suspension of accounts, for training Twitter employees on enforcement of the Twitter Rules, and for conducting quality assurance to confirm that enforcement has been implemented properly. During the period leading up to the 2018 election (the time period identified in Plaintiff's complaint), all U.S.-based Twitter employees within the Trust & Safety Department responsible for issues related to allegedly abusive and harassing content were based at Twitter's San Francisco headquarters, and, to the extent they are still employed by Twitter, all those employees continue to be based at that location. Currently, all U.S.-based employees within Twitter's Trust & Safety Department are based in California.

7. Documents and records related to the work of Twitter's Trust & Safety Department, including decisions about what content should be barred by the Twitter Rules and enforcement of the rules, are located at Twitter's San Francisco headquarters and its other offices in the Northern District of California, or are maintained on secure servers located in or accessible from Twitter's offices in the Northern District of California. Documents accessible from Twitter's offices in the Northern District of California include documents relating to the development of the Twitter Rules and to decisions to remove content or suspend accounts from the Twitter platform based on violations of the Twitter Rules.

8. Twitter is not incorporated in Virginia.

9. Twitter has no offices in Virginia.

I declare under penalty of perjury that the foregoing is true and correct. Executed on  
May 9, 2019, at 1355 Market Street in San Francisco, California.

A handwritten signature in black ink, appearing to read 'John Starr', written over a horizontal line.

John Starr  
Director  
Trust & Safety  
Twitter, Inc.

# **Exhibit 3**



VIRGINIA:

IN THE CIRCUIT COURT FOR THE COUNTY OF HENRICO

DEVIN G. NUNES,

Plaintiff,

v.

TWITTER, INC.,  
ELIZABETH A. "LIZ" MAIR,  
MAIR STRATEGIES, LLC,  
"DEVIN NUNES' MOM"  
[@DevinNunesMom],  
"DEVIN NUNES' COW"  
[@DevinCow],

Defendants.

Case No. CL19001715-00

**DECLARATION OF ELIZABETH A. MAIR  
IN SUPPORT OF MOTION TO DISMISS BY TWITTER, INC.**

I, Elizabeth A. Mair, declare under penalty of perjury that the following is true and correct:

1. I am over the age of 18, of sound mind and otherwise competent to make this declaration. The facts set out herein are based on my personal knowledge.
2. I am a defendant in this action. I am also the founder, president, and sole member of Mair Strategies LLC ("Mair Strategies"), which is a defendant in this action. I submit this declaration in support of the motion to dismiss by Twitter, Inc. ("Twitter").
3. I understand that, if Twitter's motion to dismiss is granted, it is possible that Plaintiff Devin G. Nunes ("Nunes") will name Twitter in another action substantially identical to


this one, with substantially identical claims and based on the same factual allegations, including that I used Twitter to make allegedly defamatory statements, based on reporting by *The Fresno Bee*, during Nunes's most recent campaign for re-election in California's 22nd Congressional District (a "substantially identical action").

4. I hereby consent to the exercise of personal jurisdiction over me in federal or state court in California for the purpose of adjudicating a substantially identical action, in the event Nunes brings such an action naming me as a defendant.

5. I hereby consent to the exercise of personal jurisdiction over Mair Strategies in federal or state court in California for the purpose of adjudicating a substantially identical action, in the event Nunes brings such an action naming Mair Strategies as a defendant. I have the authority to provide this consent on behalf of Mair Strategies.

6. On behalf of myself and Mair Strategies, I hereby waive any objection that the federal or state courts in San Francisco County would not be an appropriate forum for a substantially identical action.

Dated: Arlington, Virginia  
May 8, 2019

By:   
Elizabeth A. Mair